



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं० 40] नई दिल्ली, सितम्बर 25—अक्टूबर 1, 2005, शनिवार/आश्विन 3—आश्विन 9, 1927
No. 40] NEW DELHI, SEPTEMBER 25—OCTOBER 1, 2005, SATURDAY/ASVINA 3—ASVINA 9, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत एवं पेंशन मंत्रालय

(कार्मिक एवं प्रशिक्षण विभाग)

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3451.—आपराधिक प्रक्रिया संहिता 1973 (1974 के 2) की धारा 24 की उपधारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार श्री एस.के. सक्सेना, अधिवक्ता को सी बी आई केस आर सी 8 एस 89-सीबीआई-एस आईयू-III/एसआईसी-1/नई दिल्ली द्वारा मास्टर रकम सिंह एवं डॉक्टर वीरन्द्र सिंह सैनी, पूर्व एम एल ए रुड़की उत्तरांचल के विरुद्ध विद्वान विशेष न्यायाधीश, देहरादून, सीबीआई केस के समक्ष लंबित आपराधिक अपील तथा इससे संबंधित व आनुषंगिक किसी अन्य मामलों में विशेष लोक अभियोजक नियुक्त करता है।

[फा. सं. 225/43/2005-एवीडी-II]

चन्द्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL,
PUBLIC GRIEVANCE AND PENSION
(Department of Personnel and Training)

New Delhi, the 22nd September, 2005

S.O. 3451.—In exercise of the powers conferred by the proviso to sub-section (8) of Section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby appoints Shri S.K. Saxena, Advocate as Special Public Prosecutor to conduct the trial in case No. RC 8(S)/89-SIU. III/CBI/SCR-1/New Delhi (Against Master Rakam Singh and Dr. Virendra Singh Saini, Formerly MLA from Roorkee (Uttaranchal) pending in the court of Ld. Special Judge (CBI cases), Dehradun and any other matter connected therewith and incidental thereto.

[F. No. 225/43/2005-AVD.-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3452.—केंद्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मद्रास उच्च न्यायालय की मदुरै बेंच में केंद्रीय अन्वेषण ब्यूरो के रिटैनर काउंसिल श्री एस. जयकुमार, अधिवक्ता, मदुरै को दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों से उद्भूत अभियोजन, अपीलों, पुनरीक्षणों अथवा अन्य विषयों का संचालन करने के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/2/2005-एबीडी-II]

चन्द्र प्रकाश, अवर सचिव

New Delhi, the 22nd September, 2005

S.O. 3452.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri S. Jayakumar, Advocate, Madurai Retainer Counsel of the Central Bureau of Investigation in the Madurai Bench of Madras High Court as Special Public Prosecutor for conducting the prosecution appeals, revisions or other matter arising out of the cases investigated by the Delhi Special Police Establishment.

[No. 225/2/2005-AVD.-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 12 अगस्त, 2005

(आयकर)

का. आ. 3453.—सर्व साधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्रीय सरकार द्वारा आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ 'विश्वविद्यालय कॉलेज अथवा अन्य संस्था' की श्रेणी के अन्तर्गत दिनांक 1-4-2001 से दिनांक 31-3-2004 तक की अवधि के लिए ग्रामीण एवं औद्योगिक विकास में अनुसंधान हेतु केन्द्र (सी आर आर आई डी), सेक्टर 19-ए, मध्या मार्ग, चण्डीगढ़, 160019 जो अंशतः अनुसंधान कार्य-कलापों में कार्यरत है, (और न कि अनुसंधान के लिए एक मात्र मौजूद 'वैज्ञानिक अनुसंधान संघ' के रूप में है), को निम्नलिखित शर्तों के अधीन अनुमोदित किया गया है :—

- (i) अनुमोदित संगठन अपने अनुसंधान कार्य-कलापों के लिए अलग खाते रखेगा।
- (ii) वित्तीय वर्ष के प्रत्येक वर्ष के लिए जिसके लिए यह अनुमोदन प्रदान किया जा रहा है, अनुमोदित संगठन अनुसंधान कार्य-कलापों के संबंध में लेखा परीक्षित आय एवं व्यय खाते की एक प्रति इसके क्षेत्राधिकार वाले आयकर आयुक्त अथवा आयकर निदेशक (छूट) को आय कर विवरणी दाखिल करने की नियत तारीख को अथवा उससे पहले अथवा इस अधिसूचना की तारीख से 90 दिनों के अन्दर, जो भी बाद में समाप्त हो, प्रस्तुत

करेगा, जिसके लिए इसे आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत अनुमोदन प्रदान किया गया है।

- (iii) यह संगठन उपर्युक्त पैरा (ii) में संदर्भित आय एवं व्यय खाते के साथ लेखा परीक्षक से प्राप्त एक प्रमाण पत्र भी संलग्न करेगा:—

(क) जिसमें संगठन द्वारा सामाजिक विज्ञान/सांख्यिकी वैज्ञानिक अनुसंधान के लिए प्राप्त की गई उस राशि का उल्लेख किया गया हो, जिसके लिए दानकर्ता धारा 35 की उपधारा (1) खंड (ii) के अन्तर्गत कटौती का दावा करने के लिए पात्र हैं।

(ख) जिसमें यह प्रमाणित किया गया हो कि किया गया व्यय सामाजिक विज्ञान/सांख्यिकीय अनुसंधान के लिए ही था।

[अधिसूचना सं. 190/2005/फ़. सं. 203/27/2005-आयकर नि.-II]

निधि सिंह, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

Central Board of Direct Taxes

New Delhi, the 12th August, 2005

(INCOME TAX)

S.O. 3453.—It is hereby notified for general information that the organization Centre for Research in Rural & Industrial Development (CRRID), Sector 19-A, Madhya Marg, Chandigarh-160019 has been approved by the Central Government for the purposes of clause (iii) of sub-section (1) of Section 35 of the Income Tax Act, 1961, read with rule 6 of the Income tax Rules, 1962 for the period from 1-4-2001 to 31-3-2004 under the category, 'university, college or other institution', partly engaged in research activities (and not as a 'scientific research association' existing solely for research) subject to the following condition :—

- (i) The approved organization shall maintain separate accounts for its research activities.
- (ii) For each of the financial years for which the approval is being given, the approved organization shall submit a copy of its audited Income and Expenditure account in respect of the research activities for which it has been approved under sub-section (1) of Section 35 of Income Tax Act, 1961 to the Commissioner of Income-tax or Director of Income-tax (Exemptions) having jurisdiction, on or before the due date of filing of return in income or within 90 days from the date of this notification, whichever expires later.
- (iii) The approved organization shall also enclose with the Income and Expenditure account referred to in paragraph (ii) above, a certificate from the auditor :—
 - (a) specifying the amount received by the organization for social science/statistical research in respect of which the donors are

eligible to claim deduction under clause (iii) of sub-section (1) of section 35.

- (b) certifying that the expenditure incurred was for research in social science/statistical research.

[Notification No. 190/2005/F. No. 203/27/2005-ITA-II]

NIDHI SINGH, Under Secy.

नई दिल्ली, 20 सितम्बर, 2005

(आयकर)

का. आ. 3454.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "द इंस्टीट्यूट ऑफ रोड ट्रांसपोर्ट, तारामणि, चेन्नई" को कर-निर्धारण वर्ष 1997-1998 से 1999-2000 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले संगठन को दे दी जाएंगी।

[अधिसूचना सं. 200/2005/फ. सं. 197/37/2005-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 20th September, 2005

(INCOME TAX)

S.O. 3454.—In exercise of powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "The Institute of Road Transport, Taramani, Chennai" for the purpose of the said sub-clause for the assessment year 1999-1998 to 1999-2000 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;

- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to an organisation with similar objectives.

[Notification No. 200/2005/F. No. 197/37/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 20 सितम्बर, 2005

(आयकर)

का. आ. 3455.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "द इंस्टीट्यूट ऑफ रोड ट्रांसपोर्ट, तारामणि, चेन्नई" को कर निर्धारण वर्ष 2000-2001 से 2002-2003 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[अधिसूचना सं. 201/2005/फ. सं. 197/38/2005-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 20th September, 2005

(INCOME TAX)

S.O. 3455.—In exercise of powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "The Institute of Road Transport, Taramani, Chennai" for the purpose of the said sub-clause for the assessment years 2000-2001 to 2002-2003 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to an organisation with similar objectives.

[Notification No. 201/2005/F. No. 197/38/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 20 सितम्बर, 2005

(आयकर)

का. आ. 3456.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "द इण्डियन नेशनल ट्रस्ट फार आर्ट एण्ड कल्चरल हेरिटेज, नई दिल्ली" को कर-निर्धारण वर्ष 2005-2006 से 2007-2008 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुसूचित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा।

(v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धार्मिक संगठन को दे दी जाएंगी।

[अधिसूचना सं. 202/2005 फा. सं. 197/81/2005-आयकर नि.-I]

दीपक गर्ग, अवर सचिव

New Delhi, the 20th September, 2005

(INCOME TAX)

S.O. 3456.—In exercise of powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Indian National Trust for Art and Cultural Heritage, New Delhi" for the purpose of the said sub-clause for the assessment years 2005-2006 to 2007-2008 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 202/2005 F. No. 197/81/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 23 सितम्बर, 2005

(आयकर)

का. आ. 3457.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "श्री जैन स्वेताम्बर नकोदा पार्श्वनाथ तीर्थ, मेवांनगर, जिला बाडमेर, राजस्थान"

को कर-निर्धारण वर्ष 1999-2000 से 2001-2002 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा।
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष दाखिल करेगा।
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी।

[अधिसूचना सं. 205/2005/फा.सं. 197/70/2003-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 23rd September, 2005

(INCOME TAX)

S.O. 3457.—In exercise of powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Shri Jain Swetamber Nakoda Parsavanath Tirth, Mewanagar, District Barmer, Rajasthan" for the purpose of the said sub-clause for the assessment year 1999-2000 to 2001-2002 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above other wise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;

- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to an organisation with similar objectives.

[Notification No. 205/2005/F. No. 197/70/2003-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 23 सितम्बर, 2005

(आयकर)

का. आ. 3458.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा "श्री जैन स्वतम्बर नकोदा पार्श्वनाथ तीर्थ, मेवानगर, जिला बाड़मेड, राजस्थान" को कर निर्धारण वर्ष 2002-2003 से 2004-2005 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उनका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आय कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष दाखिल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएगी।

[अधिसूचना सं. 206/2005/फा. सं. 197/79/2005-आयकर नि.-1]

दीपक गर्ग, अवर सचिव

New Delhi, the 23rd September, 2005

(INCOME TAX)

S.O. 3458.—In exercise of powers conferred by the sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961); the Central Government hereby notifies the "Shri Jain Swetamber Nakoda Parsavanath Tirth, Mewanagar, District Barmer, Rajasthan" for the purpose of the said sub-clause

for the assessment year 2002-2003 to 2004-2005 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to an organisation with similar objectives.

[Notification No. 206/2005/F. No. 197/79/2005-ITA-I]

DEEPAK GARG, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

(क्षेत्रीय ग्रामीण बैंक अनुभाग)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3459.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 3 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्वारा 28 मार्च, 1976 के भारत के राजपत्र, असाधारण, के भाग II, खंड 3 उप-खंड (ii) में प्रकाशित 26 मार्च, 1976 के सं. का.आ. 247 (अ) के तहत भारत सरकार, वित्त मंत्रालय के बैंकिंग प्रभाग की अधिसूचना में निम्नलिखित संशोधन करती है, नामतः :—

उक्त अधिनियम में "गुडगांव जिला" शब्दों के स्थान पर "गुडगांव, महेन्द्रगढ़, फरीदाबाद, रेवाड़ी, सोनीपत और मेवात जिले" को प्रतिस्थापित किया जाएगा।

[फा. सं. 1(1)/2004-आर आर बी]

एम. के. मल्होत्रा, अवर सचिव

टिप्पणी : मुख्य अधिसूचना भारत के राजपत्र में दिनांक 26-3-1976 के का.आ. 247(अ) के तहत प्रकाशित की गई थी और तदनन्तर 14 जुलाई, 1979 को प्रकाशित का.आ. 2369 तथा 8 जनवरी, 2005 को प्रकाशित का.आ. 71 के तहत संशोधित की गई थी।

(Department of Economic Affairs)

(Banking Division)

(REGIONAL RURAL BANKS SECTION)

New Delhi, the 23rd September, 2005

S.O. 3459.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Finance, Department of Banking vide S.O. number 247(E) dated the 26th March, 1976 published in the Gazette of India, Extraordinary, Part II section 3 Sub-section (ii) dated the 28th March, 1976, namely :—

In the said notification, for the words "district of Gurgaon" the words "districts of Gurgaon, Mahendragarh, Faridabad, Rewari, Sonapat and Mewat" shall be substituted.

[F. No. 1(1)/2004-RRB]

M.K. MALHOTRA, Under Secy.

Note : The principal Notification was published in the Gazette of India vide S.O. 247(E) dated 26-3-1976 and subsequently amended vide S.O. 2369 published on 14th July, 1979 and S.O. 71 published on 8th January 2005.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 13 सितम्बर, 2005

का. आ. 3460.—इस मंत्रालय की दिनांक 20-6-2005 की समसंख्यक अधिसूचना के अनुक्रम में तथा चलचित्रकी (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्रकी अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, सुश्री विद्या ए. देबू, वाल गांव (पोस्ट), अमरावती (तह. और जिला.), महाराष्ट्र को तत्काल प्रभाव से दो वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के मुंबई सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/1/2004-एफ (सी)]

पी. पी. नायर, डेस्क अधिकारी

MINISTRY OF INFORMATION AND
BROADCASTING

New Delhi, the 13th September, 2005

S.O. 3460.—In continuation of this Ministry's Notification of even number dated 20-6-2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Ms. Vidya A. Debu, Walgaon (Post), Amravati (Tq & Dist.), Maharashtra as member of the Mumbai Advisory Panel with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/1/2004-F(C)]

P. P. NAIR, Desk Officer

नई दिल्ली, 13 सितम्बर, 2005

का. आ. 3461.—इस मंत्रालय की दिनांक 30 अगस्त, 2005 की समसंख्यक अधिसूचना के अनुसरण में और चलचित्रकी (प्रमाणन) नियमावली, 1983 के नियम 7 और 8 के साथ पठित चलचित्रकी अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार श्री स्वामी दिव्यानंद डब्ल्यू. जेड.-4, पालम गांव, मेन बस स्टॉप के सामने नई दिल्ली-110 045 को तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में नियुक्त करती है।

[फा. सं 809/7/2004-एफ (सी)]

पी. पी. नायर, डैस्क अधिकारी

New Delhi, the 13th September, 2005

S.O. 3461.—In continuation of this Ministry's Notifications of even number dated 30th August, 2005 and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 the Central Government is pleased to appoint Shri Swami Divyanand, WZ-4, Palam Village, Opposite Main Bus Stop, New Delhi-110 045 as member of the Delhi advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier.

[F. No. 809/7/2004-F(C)]

P. P. NAIR, Desk Officer

युवा कार्यक्रम और खेल मंत्रालय

नई दिल्ली, 17 सितम्बर, 2005

का. आ. 3462.—केन्द्रीय सरकार एतद्वारा राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, युवा कार्यक्रम और खेल मंत्रालय के अधीनस्थ कार्यालय राष्ट्रीय सेवा योजना, कार्यक्रम सलाहकार प्रकोष्ठ, जामनगर हाऊस, नई दिल्ली, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई-11011/6/2005-हि.ए.]

एस. कृष्णन, संयुक्त सचिव

MINISTRY OF YOUTH AFFAIRS AND SPORT

New Delhi, the 17th September, 2005

S.O. 3462.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rule, 1976, the Central Government hereby notifies

National service Scheme, Programme Advisor Cell, Jamnagar House, New Delhi a subordinate office of Ministry of Youth Affairs & Sports, whereof more than 80% Staff have acquired working knowledge of Hindi.

[F. No. E-11011/6/2005-H.U.]

S. KRISHNAN, Jt. Secy.

भारतीय डाक विभाग

(कार्यालय मुख्य पोस्टमास्टर जनरल दिल्ली परिमंडल)

नई दिल्ली, 19 सितम्बर, 2005

का. आ. 3463.—जबकि केन्द्रीय सरकार का यह मत है कि केन्द्रीय सिविल सेवा (सीसीएस) नियमावली 1965 के नियम 14 के अन्तर्गत कु./श्रीमती मीना, स्टेम्प वेंडर, सरस्वती विहार, डाक घर के विरुद्ध विभागीय जांच के प्रयोजन के लिए जांच प्राधिकारी के समक्ष सूचीबद्ध साक्षियों को साक्षी के रूप में समन करना आवश्यक है।

अतः विभागीय जांच (साक्षियों की उपस्थिति एवं दस्तावेजों की प्रस्तुति का प्रवर्तन) अधिनियम, 1972 (1972 का 18) की धारा 4 की उपधारा (1) में प्रदत्त शक्तियों का प्रयोग करते हुए श्री एच. सी. गर्ग सहायक प्रबंधक, (मेल मोटर सर्विस), मेल अनुभाग, दिल्ली परिमंडल, नई दिल्ली-110 001 को कु./श्रीमती मीना के विरुद्ध विभागीय जांच के संबंध में उक्त अधिनियम की धारा 5 में निर्दिष्ट शक्तियों को जांच प्राधिकारी के रूप में उपयोग करने के लिए प्राधिकृत करती हूँ।

[सं सतर्कता/4-6/II/2003]

मीरा हाण्डा, पोस्ट मास्टर जनरल

DEPARTMENT OF POSTS

(Office of Chief Postmaster General, Delhi Circle)

New Delhi, the 19th September, 2005

S.O. 3463.—Whereas the Central Government is of opinion that for the purpose of the departmental enquiry under Rule 14 of CCS (CCA) Rules, 1965 against Ms. Meena (under suspension) Stamp Vendor Saraswati Vihar PO Delhi-110034, it is necessary to summon the listed witnesses as witness before the enquiring authority.

Now therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents Act, 1972 (180 of 1972) the Central Government hereby authorizes Shri H.C. Garg, Asstt. Manager MMS (Mail Section) O/O Chief Postmaster General, Delhi Circle, New Delhi as inquiring authority to exercise the power specified in Section 5 of the said Act in respect to Departmental Inquiry against Ms. Meena

[No. Vig/4-6/II/2003]

MEERA HANDA, Postmaster General

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3464.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गए हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1. आई एस : 4839 : (भाग 1) : 1992 नहरों के रख-रखाव की रीति संहिता भाग 1 अनास्तरित लगी नहरें (दूसरा पुनरीक्षण)	संशोधन की संख्या 1, 2005	मई 2005
2. आई एस : 5690—1982 बिना अस्तर की नहरों में संयुक्त अस्तर लगाने की मार्गदर्शिका	संशोधन की संख्या 1, 2005	अगस्त 2005
3. आई एस : 7113—2003 नहरों के मिट्टी-सीमेंट अस्तर—रीति संहिता (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	अगस्त 2005
4. आई एस : 7784 (भाग 2/अनुभाग 2) : 1992 आर पार जल निकास कार्य के डिजाइन रीति संहिता भाग 2 विशिष्ट अपेक्षाएं अनुभाग 2 सुपरमैसेज (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	जुलाई 2005
5. आई एस : 7784 (भाग 2/अनुभाग 5) : 2000 आर पार जल निकास कार्य के डिजाइन रीति संहिता भाग 2 विशिष्ट अपेक्षाएं अनुभाग 5 साइफन एक्वोडक्ट (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	अगस्त 2005
6. आई एस : 7873—1975 नहरों में चूना कंक्रीट—अस्तर की रीति संहिता	संशोधन की संख्या 2, 2005	अगस्त 2005
7. आई एस : 9913—2000 आर पार जल निकास कार्य के निर्माण की रीति संहिता (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	अगस्त 2005
8. आई एस : 10430—2000 अस्तर लगी नहरों की डिजाइन के माप दण्ड तथा अस्तर प्रकार के चुनाव के मार्गदर्शी सिद्धांत (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	अगस्त 2005
9. आई एस : 11809—1994 नहरों के लिए सिंचाई का अस्तर रीति संहिता (पहला पुनरीक्षण)	संशोधन की संख्या 2, 2005	अगस्त 2005
10. आई एस : 12331—1988 नहरों के निकास मार्गों की सामान्य अपेक्षाएं	संशोधन की संख्या 1, 2005	अगस्त 2005
11. आई एस : 12379—1988 फील्ड नालियों के लिए पानी के नालों में अस्तर लगाने की रीति संहिता (पहला पुनरीक्षण)	संशोधन की संख्या 1, 2005	अगस्त 2005

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : डब्ल्यू आर डी/जी-117]

ए. एम. डेविड, निदेशक (जल संसाधन)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 22nd September, 2005

S.O. 3464.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 4839 (Part 1) : 1992 Code of practice for maintenance of canals, part 1 unlined canals (second revision)	Amendment No. 1 2005	May 2005
2	IS 5690—1982 Guide for laying combination lining for existing unlined canals (first revision)	Amendment No. 1 2005	August 2005
3	IS 7113 : 2003 Code of practice for soil-cement lining for canals (first revision)	Amendment No. 1 2005	August 2005
4	IS 7784 (Pt. 2/Sec 2) : 1992 Code of practice for design of cross drainage works part 2 specific requirements section 2 Superpassages.	Amendment No. 1 2005	July 2005
5	IS 7784 (Pt. 2/Sec 5) : 1992 Code of practice for design of cross drainage works part 2 specific requirements section 5 Syphon aqueducts (first revision)	Amendment No. 1 2005	August 2005
6	IS 7873 : 1975 Code of practice for laying cement concrete/stones slab lining on canals	Amendment No. 2 2005	August 2005
7	IS 9913 : 2000 Code of practice for construction of cross drainage works (first revision)	Amendment No. 1 2005	August 2005
8	IS 10430 : 2000 Criteria for design of lined canals and guidance for selection of type of lining (first revision)	Amendment No. 1 2005	August 2005
9	IS 11809: 1994 Code of practice for lining for canals by stone masonry	Amendment No. 2 2005	August 2005
10	IS 12331 : 1988 'General requirements for canals outlets	Amendment No. 1 2005	August 2005
11	IS 12379 : 1988 Code of practice for lining of water—courses and field channels'	Amendment No. 1 2005	August 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. WRD/Gen. 117]

A. M. DAVID, Director (Water Resources)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3465.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गए हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1 आई एस 13209 : 1991 न मिटने वाली स्याही—विशिष्ट	संशोधन संख्या नं. 1, जून 2005	30 सितम्बर, 2003

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 14/आई एस-13209]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd September, 2005

S.O. 3465.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1 IS 13209 : 1991 Indelible Ink	Amendment No. 1, June 2005	30 September, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-13209]

DR. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3466.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गए हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1 आई एस 7477 : 1974 बुश, हारनेस हार्ड की विशिष्ट	संशोधन संख्या नं. 3, अगस्त 2005	31 अगस्त, 2005

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 24/आई एस-7477]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd September, 2005

S.O. 3466.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 7477 : 1974 Specification for Brushes, Harness Hard	Amendment No. 3, August 2005	31 August, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 24/IS 7477]

DR. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3467.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गए हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 1222 : 1992-स्याही, दोहराने वाली, जुड़वा बेलन घूर्णी मशीनों के लिए-विशिष्ट (तीसरा पुनरीक्षण)	संशोधन संख्या नं. 1, जून 2005	30 सितम्बर, 2005

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 14/आई एस-1222]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd September, 2005

S.O. 3467.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 1222 : 1992 Ink, Duplicating for Twin Cylinder Rotary Machines-Specification (Third Revision)	Amendment No. 1, June 2005	30 September, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-1222]

DR. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3468.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गए हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)
1 आई एस 393 : 1985—स्याही, स्टैम्प पैड—विशिष्ट (तृतीय पुनरीक्षण)	संशोधन संख्या नं. 2, मई 2005	31 मई, 2005

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 14/आई एस-393]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd September, 2005

S.O. 3468.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year of the Indian Standards No.	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)
1 IS 393 : 1985 Specification for Ink, Stamp-pad (Third Revision)	Amendment No. 2, May 2005	31 May, 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 14/IS-393]

DR. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3469.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1388 (भाग 1) : 2005/आई एस ओ 4796-1 : 2000 प्रयोगशाला में प्रयुक्त कांच का सामान—बोतलें भाग 1 स्कू नैक बोतलें (दूसरा पुनरीक्षण)	—	30 जून 2005
2.	आई एस 1388 (भाग 2) : 2005/आई एस ओ 4796-2 : 2000 प्रयोगशाला में प्रयुक्त कांच का सामान—बोतलें भाग 2 शंक्वाकार नैक बोतलें (दूसरा पुनरीक्षण)	—	30 जून 2005
3.	आई एस 1388 (भाग 3) : 2005/आई एस ओ 4796-3 : 2000 प्रयोगशाला में प्रयुक्त कांच का सामान—बोतलें भाग 3 चूषित्र बोतलें (दूसरा पुनरीक्षण)	—	30 जून 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 10/आई एस-1388]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई, निदेशक एवं प्रमुख (रसायन)

New Delhi, the 23rd September, 2005

S.O. 3469.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which given in the Schedule hereto annexed have been established on the date indicated against each.

SCHEDULE

Sl. No.	No. and title of the Indian Standards Established	No. and year of Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1388 (Part 1) : 2005/ISO 4796-1 : 2000 Laboratory glassware—Bottles Part 1 Screw-neck bottles (Second Revision)	—	30 June 2005
2.	IS 1388 (Part 2) : 2005/ISO 4796-2 : 2000 Laboratory glassware—Bottles Part 2 Conical-neck bottles (Second Revision)	—	30 June 2005
3.	IS 1388 (Part 3) : 2005/ISO 4796-3 : 2000 Laboratory glassware—Bottles Part 3 Aspirator bottles (Second Revision)	—	30 June 2005

Copy to these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CHD 10/IS-1388]

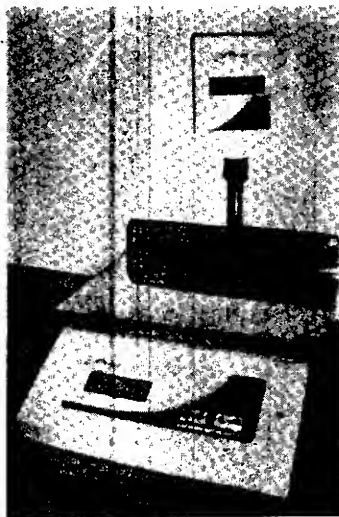
DR. U. C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 15 सितम्बर, 2005

का. आ. 3470.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आर के इंटरप्राइजेज, 32-33, उद्योग कुंज, इस्माइलाबाद (कुरुक्षेत्र), हरियाणा-136129 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "आर के टी" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ओरस्टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/24 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है;

उक्त मॉडल (नीचे दी गई आकृति देखें) विकृति गेज प्रकार का लोड सेल आधारित (टेबल टोप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 20 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सील बंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार, और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 5,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(4)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the, 15th September, 2005

S.O. 3470.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "RKT" series of high accuracy (Accuracy class-II) and with brand name "ORASTECH" (herein after referred to as the said Model), manufactured by M/s. R. K Enterprises, 32-33, Udyog Kunj, Ismailabad Kurukshetra, Haryana-136 129 and which is assigned the approval mark IND/09/2005/24;

The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 20kg and minimum capacity of 100g. The verification scale interval (e) is 2 g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply ;



In addition to sealing the stamping plate sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity upto 50 kg. and with number of verification scale interval (n) in range of 100 to 5000 for 'e' value of 1 mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50000 for 'e' value of 100 mg or more and with 'e' value of 1×10^3 , 2×10^3 , or 5×10^3 , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(4)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 15 सितम्बर, 2005

का. आ. 3471.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आर के इंटरप्राइजेज, 32-33, उद्योग कुंज, इस्माइलाबाद (कुरुक्षेत्र), हरियाणा-136129 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आर के पी" शृंखला के अंकक सूचन सहित अस्थचालित तोलन उपकरण (प्लेट फार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ओरास्टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/25 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) विकृति गेज प्रकार का भार सेल आधारित (प्लेट फार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 60 कि.ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सील बंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार, और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. अधिक और 300 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(4)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the, 15th September, 2005

S.O. 3471.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic, (Platform type) weighing instrument with digital indication of "RKP" series of medium accuracy (Accuracy class-III) and with brand name "ORASTECH" (herein referred to as the said Model), manufactured by M/s. R. K Enterprises, 32-33, Udyog Kunj Ismailabad Kurukshetra Haryana-136, 129 and which is assigned the approval mark IND/09/2005/25;

The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity of 60 kg and minimum capacity of 200g. The verification scale interval (e) is 10g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply ;



In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg. and up to 300 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(4)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 15 सितम्बर, 2005

का. आ. 3472.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आर के इंटरप्राइजेज, 32-33, उद्योग कुंज, इस्माइलाबाद (कुरुक्षेत्र), हरियाणा-136129 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आर के पी" श्रृंखला के अस्वचालित तोलन उपकरण (प्लेट फार्म के संपरिवर्तन के लिए कनवर्शन किट प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ओरास्टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/26 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) विकृति गेज प्रकार का भार सेल आधारित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 300 कि. ग्रा. और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त, कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सील बंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के इस अनुमोदन के इस प्रमाणपत्र के अंतर्गत, उसी विनिर्मित द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे या उससे अधिक के "ई" मान के लिए 5000 से 1,00,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 1000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के है, जिसमें * धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(4)/2002]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the, 15th September, 2005

S.O. 3472.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of, non-automatic weighing instrument (Conversion kit for Platform) with "RKP" series belonging to Medium accuracy (Accuracy class-III) and with brand name "ORASTECH" (herein referred to as the said Model), manufactured by M/s. R. K. Enterprises, 32-33, Udyog Kunj Ismailabad Kurukshetra, Haryana-136 and 129 and which is assigned the approval mark IND/09/2005/26;

The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 300kg. and minimum capacity of 1 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 percent Subtractive retained tare effect. The light emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50Hertz alternate current power supply:



In addition to sealing the stamping plate sealing is done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 1000 kg and with number of verification scale interval (n) in the range of 100 to 1,00,000 for 'e' value of 1 mg to 50mg and with number of verification scale interval (n) in the range of 5,000 to 1,00,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(4)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology.

नई दिल्ली, 15 सितम्बर, 2005

का. आ. 3473.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए ऑनेस्ट ट्रेडिंग कम्पनी, 1 मनुपंचाल इस्टेट, अमराईवाडी रोड, ए ई सी के निकट, अहमदाबाद-380 026 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले " " शृंखला के अस्वचालित स्टील यार्ड और प्रो-वेट सहित तोलन उपकरण (यांत्रिक प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऑनेस्ट" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2003/223 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



उक्त मॉडल (आकृति देखें) यथार्थता वर्ग (यथार्थता वर्ग 3) का एक यांत्रिक लीवर आधारित स्टील यार्ड और प्रो-वेट सहित तोलन उपकरण (यांत्रिक प्लेटफार्म प्रकार) है इसकी अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है।

और केन्द्रीय सरकार उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्रा. से अधिक और 1000 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अंतराल (एन) की संख्या 5 ग्रा. या अधिक के "ई" मान के लिए 500 से 10000 की रेंज में है तथा जिनका "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जिसमें * धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(52)/2002]

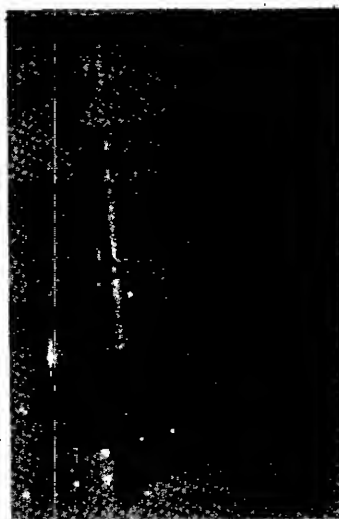
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the, 15th September, 2005

S.O. 3473.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of non-automatic weighing instrument (Mechanical platform type) with steel yard and pro-weight (herein referred to as the Model) belonging to medium accuracy class (accuracy class-III) and with brand name "HONEST" manufactured by M/s Honest Trading Company, 1, Manupanchal Estate, Amraiwadi Road, Near AEC, Ahmedabad-380 026 and which is assigned the approval mark IND/09/2003/223;

The said Model (See the figure given) is a mechanical lever based non-automatic weighing instrument (Mechanical Platform type) with steel yard and pro-weight maximum capacity 300kg, minimum capacity 2kg and belonging to medium accuracy class (accuracy class-III). The value of verification scale interval (e) is 100g.



Further, in exercise of the powers conferred by sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and upto 1000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

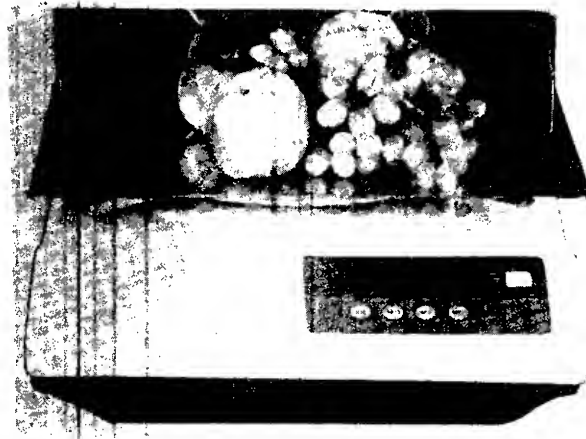
[F. No. WM-21(52)/2002]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3474.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पदमालय सिस्टम्स प्राइवेट लिमिटेड, “ई” हाल, पहली मंजिल, बी जे मार्केट, जलगांव 425001 द्वारा निर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले “बेट” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम “बेसटेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/551 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार का) है। इसकी अधिकतम क्षमता 12 कि. ग्रा. और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

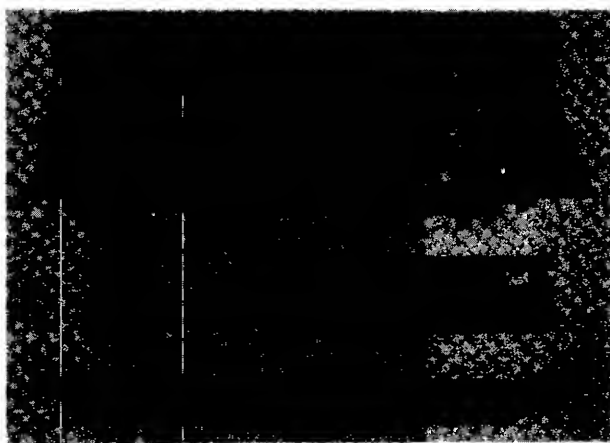
[फा. सं. डब्ल्यू एम-21(169)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 19th September, 2005

S.O. 3474.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of "BET" series of high accuracy (Accuracy class-II) and with brand name "BESTEK" (hereinafter referred to as the said Model), manufactured by M/s Padmalaya Systems Private Limited, 'E' Hall, 1st Floor, B.J. Market, Jalgaon-425 001, Maharashtra and which is assigned the approval mark IND/09/2004/551;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 12kg and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

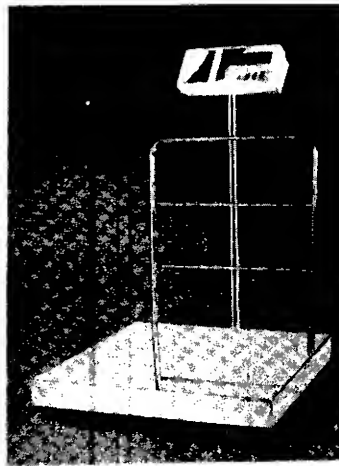
[F. No. WM-21(169)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3475.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पदमालय सिस्टम्स प्राइवेट लिमिटेड, “ई” हाल, पहली मंजिल, बी जे मार्केट, जलगांव-425001 द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “बेप” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम “बेसटेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/552 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार का) है। इसकी अधिकतम क्षमता 500 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सोलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक और 1000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(169)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 19th September, 2005

S.O. 3475.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Platform type) weighing instrument with digital indication of "BEP" series of medium accuracy (Accuracy class-III) and with brand name "BESTEK" (herein referred to as the said model), manufactured by M/s Padmalaya Systems Private Limited, 'E' Hall, 1st Floor, B.J. Market, Jalgaon-425 001, Maharashtra and which is assigned the approval mark IND/09/2004/552;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 1000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

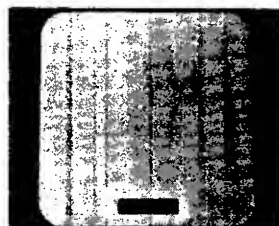
[F. No. WM-21(169)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 20 सितम्बर, 2005

का.आ. 3476.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शिंदे स्केल्स कं०, सं० 740, शुकेरवार पेट, नेहरु चौक के पास, पुणे-411002 द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "एस एस-पीबी" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सीको" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई.एन डी/09/2005/80 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि०ग्रा० और न्यूनतम क्षमता 2 कि०ग्रा० है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा० या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि०ग्रा० से अधिक और 200 कि०ग्रा० तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा० सं० डब्ल्यू एम-21(332)/2003]

पी० ए० कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th September, 2005

S.O. 3476.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) (hereinafter referred to as the said Act) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument with digital indication (Person weighing machine) of medium accuracy (Accuracy class-III) belonging to 'SS-PB' series with brand name "SECO" (hereinafter referred to as the said Model), manufactured by M/s. Shinde Scale Co., No. 740, Shukerwar Peth, Near Nehru Chouk, Pune-411002 and which is assigned the approval mark IND/09/2005/80;



The said Model is a strain gauge type load cell based weighing instrument with a maximum capacity of 150kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. The display is of Light Emitting Diode (LED) type. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg. to 200 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(332)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 20 सितम्बर, 2005

का.आ. 3477.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स शिंदे स्केल्स कं०, सं. 740, शुकेरवार पेठ, नेहरू चौक के पास, पुणे-411002 द्वारा निर्मित मध्यम (यथार्थता वर्ग-III) वाले "एस एस-एच एस" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (लटकने वाले प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम "सीको" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/81 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सैल सिद्धान्त आधारित अस्वचालित (लटकने वाला) तोलन उपकरण मध्यम यथार्थता (यथार्थता वर्ग-III) का है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 5 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(332)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th September, 2005

S.O. 3477.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) (hereinafter referred to as the said Act) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Hanging type) with digital indication 'SS-HS' series of medium accuracy (accuracy class-III) and with brand name "SECO" (herein referred to as the said model), manufactured by M/s Shinde Scale Co., No. 740, Shukerwar Peth, Near Nehru Chouk, Pune-411002 and which is assigned the approval mark IND/09/2005/81;



The said Model is a strain gauge type load cell principle based non-automatic weighing instrument (Hanging type) of medium accuracy (accuracy class-III) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , K is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(332)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 20 सितम्बर, 2005

का.आ. 3478.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईईएल इण्डिया लिमिटेड, 401, 402, उद्योग विहार, फेज-III, गुडगांव-122016 द्वारा के निर्मित "एफ-800" शृंखला के अंकक सूचन सहित, स्वचालित भरात्मक भरण मशीन के मॉडल का, जिसके ब्राण्ड का नाम "ईईएल यूनीपल्सर वे नियंत्रक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/509 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित स्वचालित भरात्मक भरण उपकरण प्रकार का जो अंकक सूचन सहित लोड सैल सिद्धांत पर कार्य करता है। इसकी अधिकतम क्षमता 50 कि.ग्रा. अधिकतम आउटपुट 40 भरत प्रति मिनट है और यह 16 संख्या का टॉटी वाला है। निर्वर्त पुष्पित प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के सीलबन्द के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के भरण उपकरण भी होंगे जो 1 से 16 टॉटी का 100 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(26)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th September, 2005

S.O. 3478.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic Gravimetric Filling instrument with digital indication of "F-800" series with brand name "EEL Unipulser Weigh Controller" (hereinafter referred to as the said model), manufactured by M/s EEL India Ltd., 401-402, Udyog Vihar, Phase-III, Gurgaon-122 016 and which is assigned the approval mark IND/09/2005/509;



The said Model is a strain gauge type load cell based automatic (gravimetric filling instrument type) working on the principle of load cell with digital indication of maximum capacity of 50 kg. Its maximum output is 40 fills per minute and consisting 16 number of spouts. The vacuum fluorescent display (VFD) indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the filling instrument of similar make and performance of same series with maximum capacity of 100 kg. of spouts 1 to 16 manufactured by same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(26)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 20 सितम्बर, 2005

का.आ. 3479.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ईईएल इण्डिया लिमिटेड, 401/402, उद्योग विहार, फेज-III, गुडगांव-122016 द्वारा निर्मित "एफ-850" श्रृंखला के अंकक सूचन सहित, स्वतः सूचक स्वचालित भरात्मक भरण उपकरण के मॉडल का, जिसके ब्राण्ड का नाम "ईईएल यूनीपल्सर वे नियंत्रक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/510 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित स्वचालित भरात्मक भरण उपकरण प्रकार का जो अंकक सूचन सहित लोड सैल सिद्धान्त पर कार्य करता है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. अधिकतम आउटपुट 40 भरत प्रति घंटा है। निर्वात पुष्पित प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के सीलबन्द के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के भरण उपकरण भी होंगे जो 50 कि.ग्रा. से 2500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं।

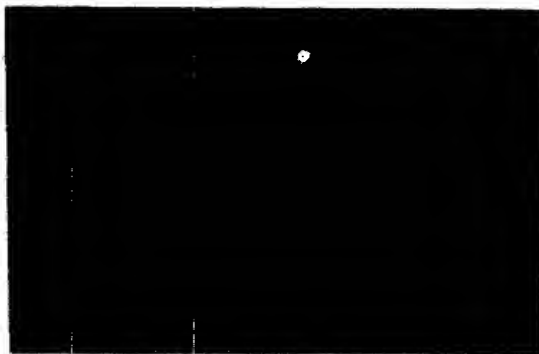
[फा. सं. डब्ल्यू एम-21(26)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 20th September, 2005

S.O. 3479.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic Gravimetric Filling instrument with digital indication of "F-850" series with brand name "EEL Unipulser Weigh Controller" (hereinafter referred to as the said model), manufactured by M/s EEL India Ltd., 401 402, Udyog Vihar, Phase-III, Gurgaon-122 016 and which is assigned the approval mark IND/09/2005/510;



The said model is a strain gauge type load cell based automatic (gravimetric filling instrument type) working on the principle of load cell with digital indication of maximum capacity of 1000 kg and maximum output of 40 fills per hour. The vacuum fluorescent display (VFD) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also done to prevent the opening machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the filling instrument of similar make and performance, of same series with maximum capacity range from 50kg. to 2500 kg. manufactured by same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(26)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 सितम्बर, 2005

का.आ. 3480.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स के.बी. इंडस्ट्रीज, प्लॉट सं. 158, सैक्शन 25, फरीदाबाद, हरियाणा द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ए आर एल डब्ल्यू" शृंखला के सदृश सूचन सहित अस्वचालित तोलन उपकरण (वे ब्रिज स्टील यार्ड प्रकार) के मॉडल का, जिसके ब्रांड का नाम "अक्युवे" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/96 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक यांत्रिक लिबर आधारित (वे ब्रिज स्टील यार्ड प्रकार का) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 60 टन और न्यूनतम क्षमता 250 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, * जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(86)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st September, 2005

S.O. 3480.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument (Weighbridge-Steel Yard type) with analogue indication of "ALRW" series belonging to high accuracy (Accuracy class-II) with brand name "ACUWEIGH", (hereinafter referred to as the said model), manufactured by M/s.K. B. Industries, Plot No. 158, Section 25, Faridabad, Haryana and which is assigned the approval mark IND/09/2005/96;



The said model is a mechanical lever based non-automatic weighing instrument (Weighbridge-Steelyard type) with a maximum capacity of 60 tonne and minimum capacity of 250 kg. The value of verification scale interval 'e' is 5kg.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 5 kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

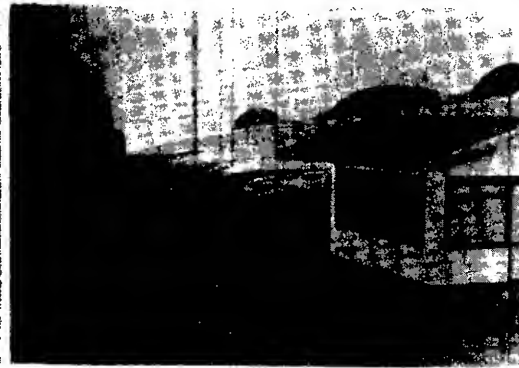
[F. No. WM-21(86)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 सितम्बर, 2005

का.आ. 3481.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सेनसोटेक वेइंग सिस्टम्स, सं. 513, रजनी भवन, 569, एम जी रोड, इंदौर, मध्य प्रदेश द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एसडब्ल्यूएस-999" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (वे ब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सेनसोटेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/242 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (वे ब्रिज प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 40 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(151)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st September, 2005

S.O. 3481.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Weighbridge type) weighing instrument with digital indication of "SWS-999" series of medium accuracy (Accuracy class-III) and with brand name "SENSOTECH" (herein referred to as the said model), manufactured by M/s.Sensotech Weighing Systems, No. 513, Rajani Bhawan, 569, M.G. Road, Indore, Madhya Pradesh and which is assigned the approval mark IND/09/2005/242;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Weighbridge type) with a maximum capacity of 40 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

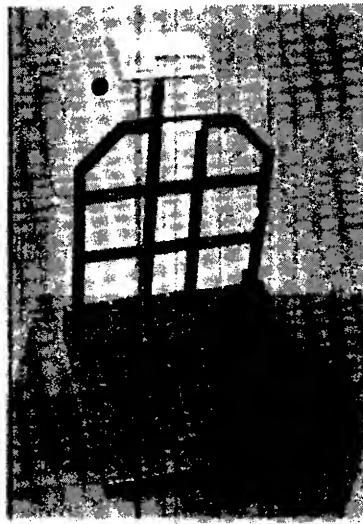
[F. No. WM-21(151)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 21 सितम्बर, 2005

का.आ. 3482.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स आकूरी उद्योग, गौशाला रोड, बुडानी कुटीर के सामने, साबरकुण्डला-364 515, गुजरात द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले वाले अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "जोरबा" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/263 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक भारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, * जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(228)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st September, 2005

S.O. 3482.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) and with brand name "ZORBA" (hereinafter referred to as the said model), manufactured by M/s. Akuri Udyog, Gaushala Road, Opposite to Budani Kutir, Savarkundla-364 515, Gujarat and which is assigned the approval mark IND/09/2005/263;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured

[F. No. WM-21(228)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 सितम्बर, 2005

का.आ. 3483.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मैक्स एंटरप्राइज, जी/2, चंडीधाम बिल्डिंग, डेडकास पोल के पास, एम जी हवेली रोड, मानके चौक, अहमदाबाद-380 001, गुजरात द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "मैक्स" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मैक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/307 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 300 ग्रा. और न्यूनतम क्षमता 200 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 5,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(56)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3483.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "MAX" series of high accuracy (Accuracy class-II) and with brand name "MAX" (hereinafter referred to as the said model), manufactured by M/s. Max Enterprise, G/2, Chandidham Building, Near Dedka's Pole, M.G. Haveli Road, Manekchowk, Ahmedabad-380 001, Gujarat and which is assigned the approval mark IND/09/2005/307;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 300g. and minimum capacity of 200mg. The verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured

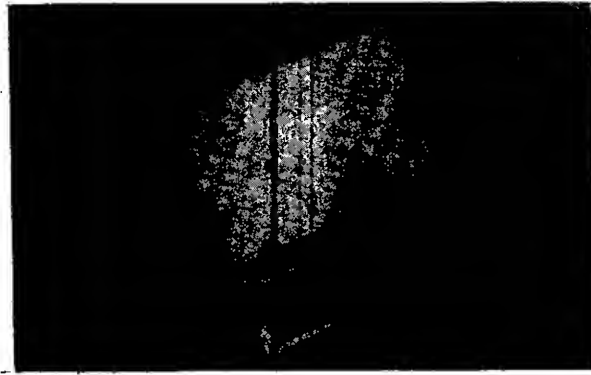
[F. No. WM-21(56)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 सितम्बर, 2005

का.आ. 3484.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मैक्स एंटरप्राइज, जी/2, चंडीधाम बिल्डिंग, डेडकास पोल के पास, एम जी हवेली रोड, मानके चौक, अहमदाबाद-380 001, गुजरात द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "मैक्स" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मैक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/308 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 10 कि. ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(56)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3484.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "MAX" series of medium accuracy (Accuracy class-III) and with brand name "MAX" (hereinafter referred to as the said model), manufactured by M/s. Max Enterprise, G/2, Chandidham Building, Near Dedka's Pole, M.G. Haveli Road, Manekchouk, Ahmedabad-380 001, Gujarat and which is assigned the approval mark IND/09/2005/308:



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 10kg. and minimum capacity of 20g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

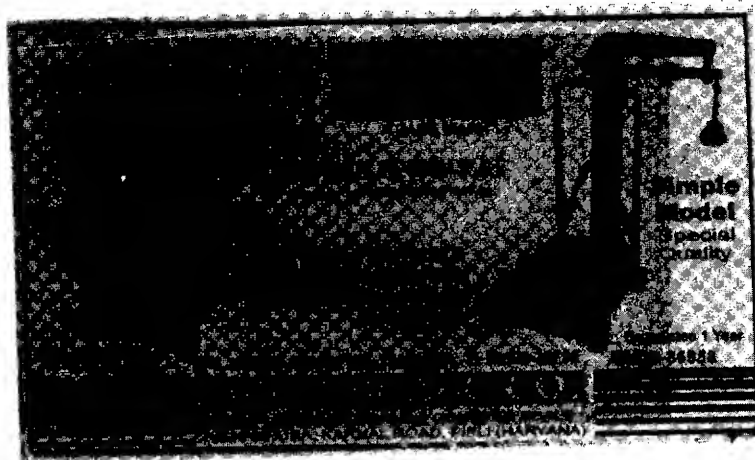
[F. No. WM-21(56)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का.आ. 3485.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बिको स्केल कम्पनी, करनाल रोड, किशनपुरा, पीपली के पास, जिला कुरुक्षेत्र, हरियाणा द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "बी एम सी" शृंखला के तुल्य रूप सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म मशीन-प्रोवेट प्रकार) के मॉडल का, जिसके ब्रांड का नाम "बी एम सी" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/194 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक यांत्रिक लीवर आधारित (प्लेटफार्म मशीन-प्रोवेट प्रकार का) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 300 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सोलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. से या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

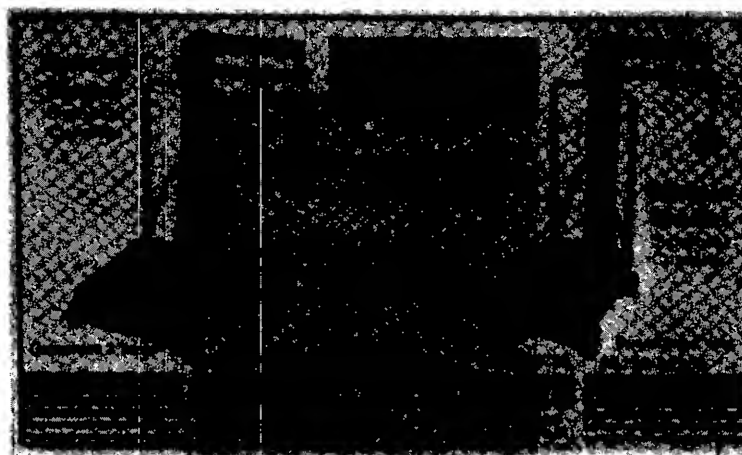
[फा. सं. डब्ल्यू एम-21(208)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3485.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform machine-Proweight type) weighing instrument with analogue indication of "B.M.C." series of medium accuracy (Accuracy class-III) and with brand name "B.M.C." (herein referred to as the said model), manufactured by M/s. Beco Scale Company, Karnal Road, Kishanpura, Near Pipli, District-Kurukshetra, Haryana and which is assigned the approval mark IND/09/2005/194;



The said model is a mechanical lever based non-automatic weighing instrument (Platform Machine-Proweight type) with a maximum capacity of 300kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and upto 1000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured

[F. No. WM-21(208)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का.आ. 3486.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्सकान इन्स्ट्रुमेंट्स, प्लॉट सं. 87, अनुपुरम, कम्युनिटी हाल के निकट, राधिका थिएटर के पास, ई आई सी एल पोस्ट, हैदराबाद-500 062, आंध्र प्रदेश द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "ई एक्स आई-पी डब्ल्यू एस" शृंखला अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन-सिक्का प्रचालित प्रकार) के मॉडल का, जिसके ब्रांड का नाम "एक्सकान" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/193 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलात्मक धारित आधेयतुलन प्रभाव है। इसका प्रदर्शन प्रकाश उत्सर्जक डायोड (एल ई डी) प्रकार का प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. से या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 100 कि.ग्रा. से 200 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(193)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3486.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument with digital indication (Person weighing machine-coin operated) of medium accuracy (Accuracy class-III) belonging to 'EXI-PWS' series with brand name "EXCON" (hereinafter referred to as the said model), manufactured by M/s Excon Instruments, Plot No. 87, Adj. Anupuram Community Hall, Near Radhika Theatre, EICL Post, Hyderabad-500 062, Andhra Pradesh and which is assigned the approval mark IND/09/05/193;

The said model (see the figure given) is a strain gauge type load cell based weighing instrument with the maximum capacity of 150 kg and minimum capacity of 2kg. The verification scale interval(e) is 100g. The Display is of Light Emitting Diode (LED) Type. It operates on 230 V and 50 Hz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity in the range 100 kg and 200 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

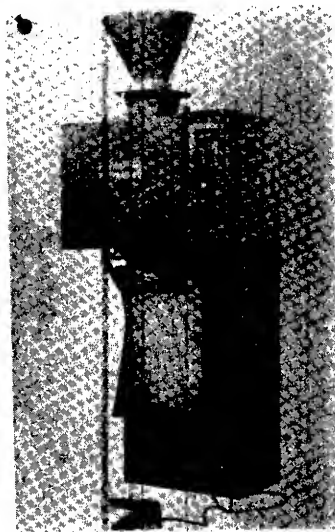
[F. No. WM-21(193)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का.आ. 3487.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टी ए टेक्नालाजी, 16 कलकत्ता लेआउट, गामा सर्किल, बंगलौर-560013 द्वारा विनिर्मित स्वचालित भारमितीय भरण उपकरण के मॉडल का, जिसके ब्रांड का नाम "बैगफिल" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/257 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का लोड सैल आधारित स्वचालित भारमितीय भरण उपकरण है। इसकी अधिकतम क्षमता 50 कि.ग्रा. है। इसकी अधिकतम भरण दर 8 भरत प्रति मिनट है। मशीन को मुक्त बहाव वाले पदार्थ जैसे चाय, चीनी, चावल, बीज, मिठाई, बिस्कुट, आलू चिप्स, दालें, अनाज इत्यादि को भरने के लिए डिजाइन किया गया है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्वचालित भारात्मक मशीन भी होंगे जो 6 कि.ग्रा. से 100 कि.ग्रा. तक के रेंज में हैं।

[फा. सं. डब्ल्यू एम-21(50)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3487.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of automatic gravimetric filling instrument of "BFM" 505 series with brand name "BAGFIL" (herein referred to as the said Model), manufactured by M/s. TA Technology, 16, Kalathur Layout, Gangamma Circle, Bangalore-560013 and which is assigned the approval mark IND/09/05/257;



The said model model is a strain gauge type load cell based automatic gravimetric filling instrument. Its maximum capacity is 50 kg. It has a output of maximum 8 fills per minute. The machine is designed for filling free flowing products like tea, sugar, rice, seeds, confectionery, biscuits, potato chips, pulses, grains etc.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the automatic filling machine of similar make, accuracy and performance of same series with maximum capacity in the range of 6 kg to 100 kg manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which the said approved Model has been manufactured.

[F. No. WM-21(50)/2004]

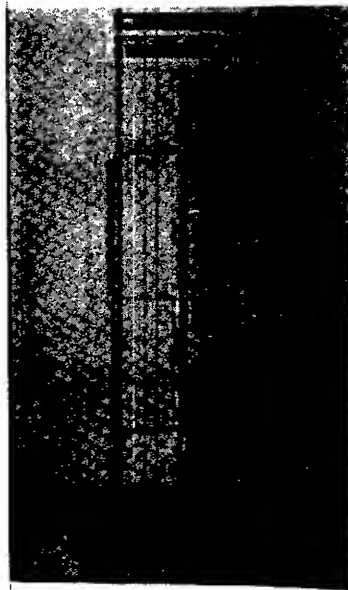
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का.आ. 3488.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बी पी एल हिन्द टेस्टिंग कं. एन. 74, विकास नगर, फेज III, नई दिल्ली द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "बी पी एल पी" शृंखला के अंकक सूचन सहित (अस्वचालित) तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "बी पी एल हिन्द" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/413 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल विकृति गैज प्रकार का लोड सेल आधारित अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. के अंकक सूचन के साथ लोड सेल सिद्धान्त पर कार्य करने वाला (प्लेटफार्म प्रकार) तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) का मान 20 ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रकार की है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



स्टैम्पिंग प्लेट को सीलबंद करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए उसे खोलने से रोकने के लिए सीलबन्द की जाएगी।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 50,000 तक की रेंज में सत्यापन मापमान (एन) अंतराल सहित 50 कि.ग्रा. से उपर और 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(104)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3488.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument (Platform type) with "BPLP" series belonging to high accuracy (Accuracy class II) and with brand name "BPL HIND" (herein referred to as the said model), manufactured by M/s. BPL Engineering Works Pvt. Ltd., A-74, Vikas Nagar, Phase-III, New Delhi and which is assigned the approval mark IND/9/2004/113.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) working on the principle of load cell with digital indication of maximum capacity 300 kg. a minimum capacity of 1 kg. The value of verification scale interval 'e' is 20g. The Display is of Light Emitting Diode (LED) type. The instrument operates on 230V and 50Hz alternate power supply.



In addition to sealing the stamping plate, sealing done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity above 50kg and upto 1000kg and with number of verification scale interval (n) in the range of 500 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

[F. No. WM-21(104)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का.आ. 3489.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बी पी एल हिन्द वेईंग कं., ए-74, विकास नगर, फेज III, नई दिल्ली द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "बी पी एल टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "बीपीएल हिन्द" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/414 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(104)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3489.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below), is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "BPLT" series of high accuracy (Accuracy class-II) and with brand name "BPL HIND" (hereinafter referred to as the said Model), manufactured by M/s BPL HIND WEIGHING Co., A-74, Vikas Nagar, Phase-III, New Delhi and which is assigned the approval mark IND/09/2004/414;



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with 100 percent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V and 50Hz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make accuracy and performance of same series with maximum capacity above up to 50 kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

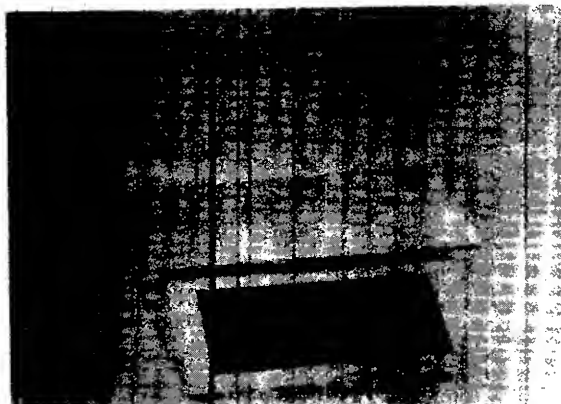
[F. No. WM-21(104)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3490.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबन्धों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स पैरामाउन्ट वेइंग सिस्टम्स, सी-157, मयापुरी, फेज-II, नई दिल्ली-110064 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "पी टी टी" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "पैरामाउन्ट" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/206 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सैल आधारित (टेबल टॉप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकस्त्रात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुयोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(305)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3490.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Table top type) weighing instrument with digital indication of "PTT" series of high accuracy (Accuracy class-II) and with brand name "PARAMOUNT" (herein referred to as the said Model), manufactured by M/s. Paramount Weighing System, C-157, Mayapuri, Phase-II, New Delhi-110064 and which is assigned the approval mark IND/09/05/2006,



The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100 g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved Model has been manufactured.

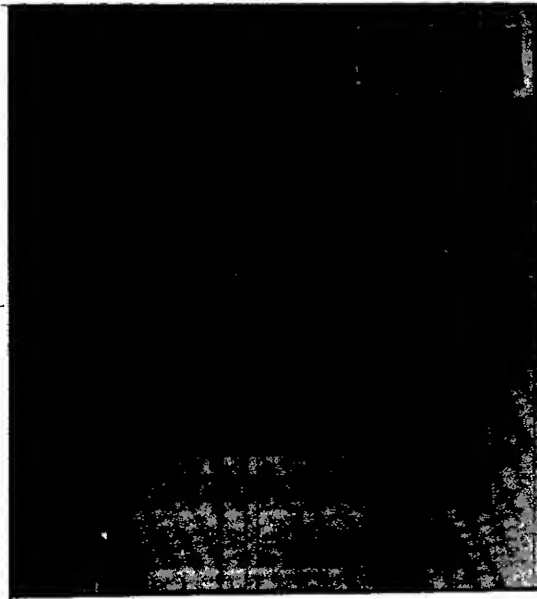
[F. No. WM-21(305)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3491.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स पैरामाउन्ट वेइंग सिस्टम, सी-157, मायापुरी, फेज-II, नई दिल्ली-110064 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “पी पी एफ” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “पैरामाउन्ट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/205 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सैल आधारित (प्लेटफार्म प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 2000 कि. ग्रा. और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उक्त विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(305)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3491.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Platform type) weighing instrument with digital indication of "PPF" series of medium accuracy (Accuracy class-III) and with brand name "PARAMOUNT" (herein referred to as the said Model), manufactured by M/s. Paramount Weighing System, C-157, Mayapuri, Phase-II, New Delhi-110064 and which is assigned the approval mark IND/09/2005/2006;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 2000kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V and 50Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

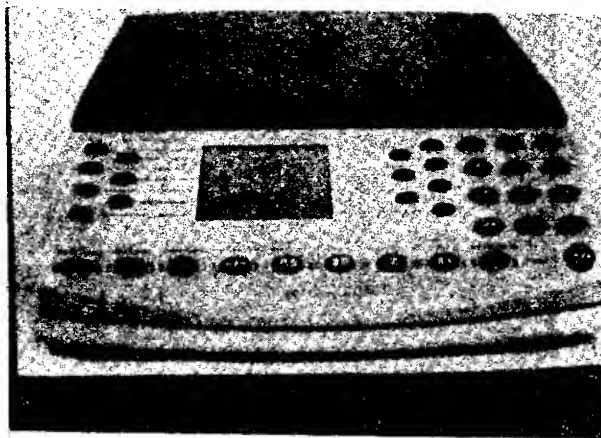
[F. No. WM-21(305)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3492.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स किलबने आफिस, आटोमेशन लिमिटेड, 161/बी-4, गुलमोहर हाउस चौधी मंजिल, गौतम नगर, युसफ सराय, नई दिल्ली-110049 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एन" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "पिटनी बाक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/172 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सेल आधारित (टेबल टोप प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 2 कि. ग्रा. और न्यूनतम क्षमता 20 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मॉक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में मापमान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

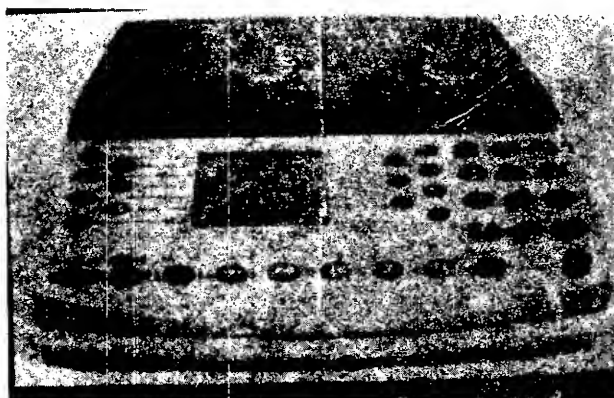
[फा.सं. डब्ल्यू एम-21(317)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3492.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "N" series of medium accuracy (Accuracy class-III) and with brand name "PITNEY BOWES" (herein referred to as the said model), manufactured by M/s. Killburn Office Automation Limited, 161/B-4, Gulmohar House, 4th Floor, Gautam Nagar, Yusuf Sarai, New Delhi-110 049 and which is assigned the approval mark IND/09/2005/172;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 2kg and minimum capacity of 20g. The verification scale interval (e) is 1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V and 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(317)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 22 सितम्बर, 2005

का. आ. 3493.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स प्रिसिशन इलैक्ट्रॉनिक इन्स्ट्रूमेंट कम्पनी, 77, स्वर्ण पार्क, मुंडका, नई दिल्ली-110 041 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "जी टी एम" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन प्रकार) के मॉडल का, जिसके ब्रांड का नाम "गोल्ड टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2004/525 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 150 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रदर्शक द्रव क्रिस्टल प्रदर्शक (एल सी डी) प्रकार का है। उपकरण 9-12 वोल्ट डी सी प्रत्यक्ष धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल (एन) सहित 50 कि. ग्रा. से 150 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, $^{\circ}$ जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

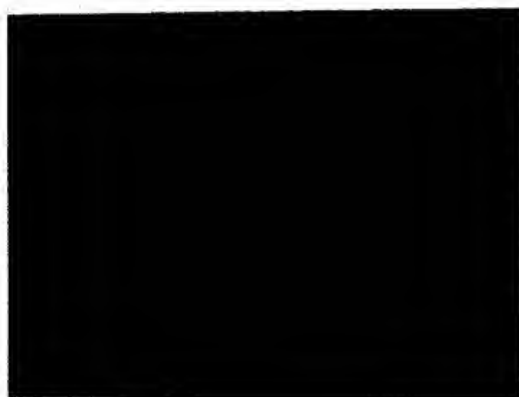
[फा.सं. डब्ल्यू एम-21(54)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd September, 2005

S.O. 3493.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of non-automatic weighing instrument with digital indication (Person weighing machine) of medium accuracy (Accuracy class-III) belonging to "GTM" series with brand name "GOLDTECH" (hereinafter referred to as the said model), manufactured by M/s. Precision Electronic Instruments Company, 77, Swaran Park, Mundaka, New Delhi-110041 and which is assigned the approval mark IND/09/2004/525;



The said model is a strain gauge type load cell based weighing instrument with the maximum capacity of 150 kg and minimum capacity is 2kg. The verification scale interval (e) is 100g. The display is of Liquid Crystal Display (LCD) type. The instrument operates on 9-12 VDC direct current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg to 150 kg with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

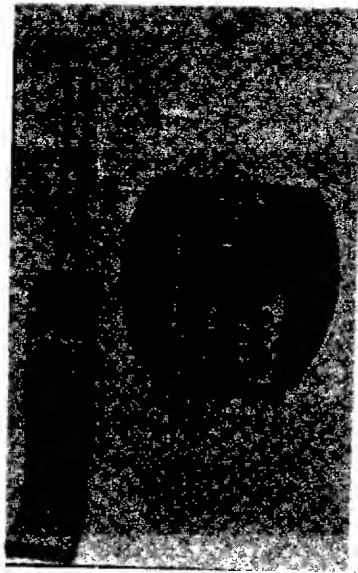
[F. No. WM-21(54)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 सितम्बर, 2005

क्रा. आ. 3494.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स डिलमर प्रोडक्ट्स लिमिटेड, 101, सेक्यूलर ब्लॉक, अलकापुरी शापिंग सेंटर विश्वास कालोनी, बड़ोदा, गुजरात द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आई डी 200 एम" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (व्यक्ति तोलन मशीन प्रकार) के मॉडल का, जिसके ब्रांड का नाम "डिलमर" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/143 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सेल आधारित (व्यक्ति तोलन मशीन) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। द्रव्य क्रिस्टल प्रदर्श (एल सी डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 5 से 10,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) सहित 100 कि.ग्रा. से अधिक और 200 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(300)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3494.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic (Person Weighing Machine) weighing instrument with digital indication of "ID 200M" series of medium accuracy (accuracy class-III) and with brand name "DELMER" (hereinafter referred to as the said model), manufactured by M/s. Delmer Products Limited, 101, Circular Block, Alkapuri Shopping Centre, Vishvas Colony, Baroda, Gujarat and which is assigned the approval mark IND/09/2005/143;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Person Weighing Machine) with a maximum capacity of 200 kg and minimum capacity of 2kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 percent subtractive retained tare effect. The Liquid Crystal Display (LCD) indicates the weighing result. The instrument operates on 230 V, 50 Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent from opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity in the range of 100 kg to 200 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(300)/2003]

P.A. KRISHNAMOORTHY, Director of Legal Metrology.

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3495.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एडवांस माइक्रोनिक्स डिवाइसिज लिमिटेड, 16, 1ए क्रॉस, इलैक्ट्रॉनिक सिटी, बंगलौर द्वारा के निर्मित अंकक सूचन सहित, क्लिनीकल थर्मामीटर "मीडी + एड" शृंखला के (नम्य टिप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "मीडी + एड" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/114 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल 32° सेंटीग्रेड से 43° सेंटीग्रेड तापमान रेंज का नम्य टिप प्रकार का क्लिनीकल थर्मामीटर है। मापमान अंतराल या अंकक वृद्धि 0.1° सेंटीग्रेड है। द्रव क्रिस्टल संप्रदर्श (एल सी डी) से परिणाम उपदर्शित किया जाता है। यह 1.5 वोल्ट बटन सैल बैटरी पर कार्य करता है।

[फा.सं. डब्ल्यू एम-21(31)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3495.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of Model of Clinical Thermometer with digital indication of series 'Medi-Aid' flexible tip type (herein referred to as the said model), and with brand name 'Medi+Aid' manufactured by M/s. Advance Micronic Devices Limited, 16, 1A Cross, Electronic City, Bangalore and which is assigned the approval mark IND/9/2005/114;



The said model is a flexible tip type Clinical thermometer with temperature range of 32°C to 43.0°C. The scale interval or digital increment is 0.1°C. The result is indicated with Liquid Crystal Display (LCD). It operates on 1.5V button cell battery.

[F. No. WM-21(31)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 सितम्बर, 2005

का. आ. 3496.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समीधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नवया इंजीनियरिंग इंडस्ट्रीज, प्लॉट सं. 13-172, एस आई एफ को के पीछे, फतेह नगर इंडस्ट्रीयल एरिया, बाला नगर हैदराबाद-500018 द्वारा निर्मित "एन ई-100" शृंखला के स्वचालित भरण मशीन (कप फिलर) के मॉडल का, जिसके ब्रांड का नाम "नवया पैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/57 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल अनुमापी यांत्रिक स्वचालित भरण मशीन (कप फिली प्रकार) की है। इसकी अधिकतम क्षमता 100 ग्रा. है। इसकी आउटपुट 40 थैली प्रति मिनट है। यह 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। यह अनाज, चाय, चीनी, चावल, डिटेजेंट, औषधियां, कृषि उत्पादन इत्यादि जैसे मुक्त बहाव वाले उत्पादों को भरने में प्रयोग किया जाता है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन की भरण मशीन भी होंगी जो 10 ग्रा. से 1000 ग्रा. तक की रेंज क्षमता वाले हैं।

[फा. सं. डब्ल्यू एम-21(112)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th September, 2005

S.O. 3496.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of model of automatic filling machine (Cup Filler) (herein referred to as the said model) of series 'NEP-100' and brand name "Navyapack", manufactured by M/s. Navya Engineering Industries, Plot No. 13-172, behind SIFCO, Fatehnagar Industrial Area, Balanagar, Hyderabad-500 018 and which is assigned the approval mark IND/09/2005/57;



The said model is a volumetric mechanical automatic filling machine (Cup Filler type) of maximum capacity 1000g. Its output is 40 poluches per minute. It operates on 230-Volts and 50-Hertz alternate current power supply. It is used for filling the free flowing products such as salts, spices, pulses, chips, grains, tea, sugar, rice, detergent, pharmaceuticals, agricultural products, etc.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with capacity in the range 10g to 1000g manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

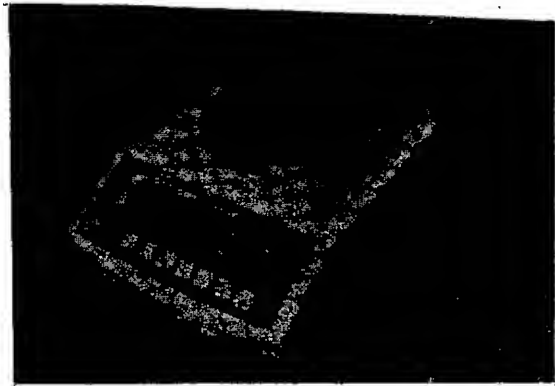
[F. No. WM-21(112)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3497.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स ऐडिटसन टेक्नॉलॉजिकल प्राडेक्ट्स, 102, साउथ एक्सटेंशन प्लाज़ा-II मस्जिद मोठ, नई दिल्ली-110044 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "टेक्ससैल" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐजाइल" है (जिसे इसमें उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/133 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अंकक सूचन सहित भार सैल सिद्धांत पर कार्य करने वाले (टेबल टॉप प्रकार का) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 600 ग्रा. और न्यूनतम क्षमता 200 मि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 मि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट के मुद्रांकित करने के अतिरिक्त मशीन को संपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मानमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. डब्ल्यू एम-21(61)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3497.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "Texcell" series of high accuracy (Accuracy class-II) and with brand name "AGILE" (hereinafter referred to as the said model), manufactured by M/s. Aditsan Technological Products, 102, South Extension, Plaza-II, Masjid Moth, New Delhi-110 049 and which is assigned the approval mark IND/09/2005/133;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) working on the principle of load cell with digital indication of maximum capacity 600g and minimum capacity of 200mg. The value of verification scale interval (e) is 10mg. It has a tare device with a 100 per cent subtractive retained tare effect. The light emitting diode (LED) display indicates the weighing result. The instrument operates on 230V and 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(61)/2003]

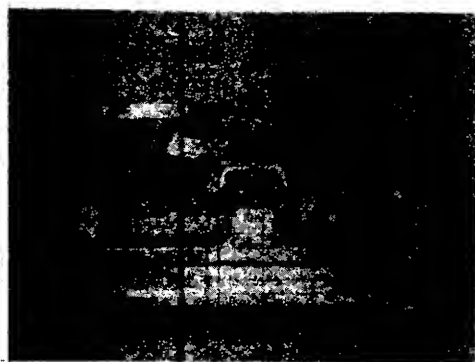
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 23 सितम्बर, 2005

का. आ. 3498.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एल खोटा नाथ, शिवाजी नगर, फल टंकी के पास, सावरकुण्डला-364515, गुजरात द्वारा निर्मित काउंटर मशीन के मॉडल का, जिसके ब्रांड का नाम "एल. खोटा नाथ" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2003/207 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक काउंटर मशीन है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के काउंटर मशीन भी होंगे जो 500 ग्रा. से 50 कि. ग्रा. तक की रेंज में हैं।

[फा.सं. डब्ल्यू एम-21(86)/2003.]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd September, 2005

S.O. 3498.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and 8 of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of Counter Machine with brand name "L. Khoda Natha" (herein referred to as the Model), manufactured by M/s. L. Khoda Natha, Shivaji Nagar, Near Water Tank, Savarkundla-364515 (Gujarat) and which is assigned the approval mark IND/09/2003/207;

The said model (see the figure given) is a Counter Machine. The maximum capacity is 10kg.



Further, in exercise of the power conferred by Sub-section (12) of the said Section the Central Government hereby declares that this certificate of approval of the said Model shall also cover the Counter Machine of similar make, accuracy and performance of same series with maximum capacity ranging from 500g. to 50kg., manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

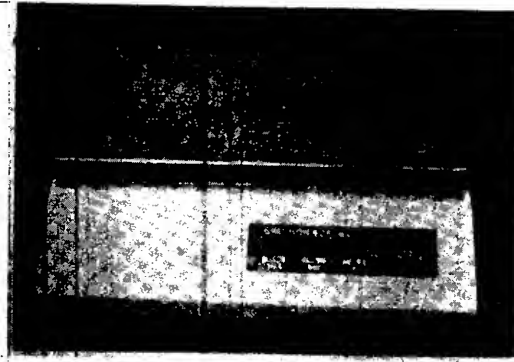
[F. No. WM-21(86)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 26 सितम्बर, 2005

का. आ. 8499.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स केलट्रान स्केल्स, 3 नारायणन सेंटर, अप्रोच के पास, निकोल रोड, जगदीश इस्टेट, बक्कर बापानगर, अहमदाबाद-382350 द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "सीई" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टोप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "केलट्रान स्केल्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2004/174 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टोप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 22 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सीलबंद के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज के मापमान (एन) अंतराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, * जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

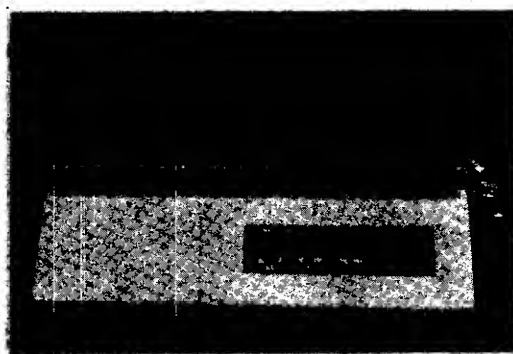
[फा.सं. डब्ल्यू एम-21(78)/2003]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 26th September, 2005

S.O. 3499.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "CE" series of high accuracy (Accuracy class-II) and with brand name "CALTRON SCALEX" (herein referred to as the said model), manufactured by M/s. Caltron Scalex, 3, Narayanan Centre, Near Approach, Nikol Road, Jagdish Estate, Thakkarbapanagar, Ahmedabad-382 350 and which is assigned the approval mark IND/09/2004/174;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 22kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instruments operates on 230V and 50Hz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principles, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(78)/2003]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 26 सितम्बर, 2005

का. आ. 3500.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई से तिरुच्चि, मदुराई और शंकरी तक पेट्रोलियम उत्पादन के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलू, सक्षम प्राधिकारी, चेन्नई-तिरुच्चि -मदुराई उत्पाद पाइपलाइन परियोजना और आसनूर से शंकरी तक ब्रांच पाइपलाइन परियोजना, 12/30, एफ ब्लॉक, मार्क रेसिडेन्सी, वी.ओ.सी. रोड, कन्टोन्मेन्ट, तिरुच्चिरापल्ली -620 001 (तमिलनाडु) को कर सकेगा।

अनुसूची

तालूका : कल्लकुश्चि		जिला : विल्लुपुरम		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 129 करुंगुली	174	8	0	12	60
नं. 117 नायिनारपालेयम	215	1ब	0	00	88
	215	2	0	03	04
	141	3	0	02	30
नं. 106 पेत्तसमुद्रम	191	7अ	0	00	66
	191	8ब	0	01	63
	86	1.	0	02	74
नं. 99 रायप्पनूर	376	13	0	20	32

[फा. सं. आर-25011/14/2004-ओ.आर.-1]

एस. के. विटकारा, अवर. सचिव

Ministry of Petroleum & Natural Gas

New Delhi, the 26th September, 2005

S. O. 3500.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Trichy, Madurai and Sankari in the State of Tamilnadu, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. R.Vajra/elu,

Competent Authority, Indian Oil Corporation Limited, Chennai-Trichy-Madurai Product Pipeline Project with a branch pipeline from Asanur to Sankari, 12/30, F Block, Mark Residency, VOC Road, Contonment, Tiruchirappalli-620 001, Tamilnadu.

SCHEDULE

Taluk :KALLAKURICHCHI		District : VILLUPURAM		State : TAMILNADU		
Name of the Village	Survey No.	Sub-Division No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
NO.129 KARUNGULI	174	8	0	12	60	
NO.117 NAYINNARPALAYAM	215	1B	0	00	88	
	215	2	0	03	04	
	141	3	0	02	30	
NO.106 PETTASAMUDRAM	191	7A	0	00	66	
	191	8B	0	01	63	
	86	1	0	02	74	
NO.99 RAYAPPANUR	376	13	0	20	32	

[F. No. R-25011/14/2004-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 26 सितम्बर, 2005

का.आ. 3501.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है

कि तमिलनाडु राज्य में चेन्नई से तिरुच्चि, मदुराई और शंकरी तक पेट्रोलियम उत्पादन के

परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ; और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से

उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के

अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय

की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी

जाती हैं, इक्कीस दिन के भीतर, भूमि में उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलु, सक्षम प्राधिकारी, चेन्नई-तिरुच्चि -मदुराई उत्पाद पाइपलाइन परियोजना और आसनूर से शंकरी तक ब्रांच पाइपलाइन परियोजना, 12/30, एफ ब्लॉक, मार्क रेसिडेन्सी, वी.ओ.सी. रोड, कन्टोन्मेन्ट, तिरुचिरापल्ली - 620 001 (तमिलनाडु) को कर सकेगा।

अनुसूची

तालूका : रासिपुरम

जिला : नामक्कल

राज्य : तमिलनाडु

गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं. 60 ईश्वरमूर्तिपालेयम	186	5	0	00	84
	186	1ब	0	00	68
	183	5	0	01	09
	183	6	0	02	13
	237	4	0	01	00
	237	3	0	02	30
	237	2	0	01	84
	237	5ब	0	04	45
	238	13अ	0	01	47
	233	1	0	04	41
	197	1इ	0	03	23
	197	1जि	0	00	51
	198	1	0	11	06
	198	23अ	0	01	20
	199	2	0	00	88
	205	1ब	0	01	94
नं. 57 आयलपट्टि	177	13अ3	0	01	55
नं. 45 मुलैपल्लिपट्टि	143	13अ	0	07	92
	157	1	0	00	72
	223	7	0	10	12
	118	2	0	02	00
नं. 47 नामगिरिपेट्टै	264	23अ7	0	04	33
नं. 48 अरियगबुन्डनपट्टि	52	3अ	0	19	59
	52	3ब	0	02	70
नं. 91 ओ.पच्चुदैयनपालयम	9	2	0	00	93
	9	3	0	01	35
	52	3अ	0	11	81

	1	2	3	4	5	6
		52	3ब	0	02	66
नं. 37 वोडुवञ्कुरिचि		80	2ब1	0	01	96
नं. 49 अ.जेदारपालैयम		2	2अ1	0	06	75
		4	4	0	02	28
नं. 34 सिंगलंदपुरम		35	2	0	01	56
		35	4अ	0	06	94
नं. 27 कुरुकापुरम		81	5	0	05	70
		81	7	0	01	00
नं. 83 एल्लपालयम		11	2क	0	01	61
नं. 29 पिल्लानल्लूर		104	1	0	11	89
		102	6एफ	0	03	72
		98	4	0	07	40
		98	5	0	03	40

तालूका : तिरुचेंगोडु

जिला : नामक्कल

राज्य : तमिलनाडु

	1	2	3	4	5	6
नं. 84 मोरंगाम		90	1क	0	05	55
		83	-	0	03	96
		85	2	0	00	89
		78	2	0	01	56
नं. 93 पुरुटिपल्लि		78	2	0	00	89
		79	15हेच	0	02	00
		79	15ऐ	0	00	40
नं. 51 तिरुमंगलम		47	1	0	03	31
		45	2ब	0	05	53
नं. 52 करुप्पगुंदमपाल्यम		14	1ब	0	04	19

[फा. सं. आर-25011/14/2004-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 26th September, 2005

S. O. 3501.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Trichy, Madurai and Sankari in the State of Tamilnadu, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. R.Vajravelu, Competent Authority, Indian Oil Corporation Limited, Chennai-Trichy-Madurai Product Pipeline Project with a branch pipeline from Asanur to Sankari, 12/30, F Block, Mark Residency, VOC Road, Contonment, Tiruchirappalli-620 001, Tamilnadu.

SCHEDULE

Taluk : Rasipuram		District : Namakkal		State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
No.60 ESWARAMURTHIPALAYAM	186	5	0	00	84	
	186	1B	0	00	68	
	183	5	0	01	09	
	183	6	0	02	13	
	237	4	0	01	00	
	237	3	0	02	30	

1	2	3	4	5	6
	237	2	0	01	84
	237	5B	0	04	45
	238	1A	0	01	47
	233	1	0	04	41
	197	1E	0	03	23
	197	1G	0	00	51
	198	1	0	11	06
	198	2A	0	01	20
	199	2	0	00	88
	205	1B	0	01	94
NO. 57 AYILPATTI	177	1A3	0	01	55
NO.45. MULAIPALLIPATTI	143	1A	0	07	92
	157	1	0	00	72
	223	7	0	10	12
	118	2	0	02	00
NO. 47 NAMAGIRPETTAI	264	2A7	0	04	33
NO. 48 ARIYAGOUNDANPATTI	52	3A	0	19	59
	52	3B	0	02	70
NO.91.O. PACHUDAYAMPALAYAM	9	2	0	00	93
	9	3	0	01	35
	52	3A	0	11	81
	52	3B	0	02	66
NO.37 ODUVANKURICHI	80	2B1	0	01	96
NO.49 O.JEDARPALAYAM	2	2A1	0	06	75
	4	4	0	02	28
NO.34 SINGALANDAPURAM	35	2	0	01	56
	35	4A	0	06	94
NO.27 KURUKKAPURAM	81	5	0	05	70
	81	7	0	01	00
NO.83 ELLAPPALAYAM	11	2C	0	01	61
NO.29 PILLANALLUR	104	1	0	11	89
	102	6F	0	03	72
	98	4	0	07	40
	98	5	0	03	40

Taluk : Tiruchengode		District : Namakkal		State : Tamil Nadu	
1	2	3	4	5	6
NO.84 MORANGAM	90	1C	0	05	55
	83	-	0	03	96
	85	2	0	00	89
	78	2	0	01	56
NO.93 PARUTHIPALLI	78	2	0	00	89
	79	15H	0	02	00
	79	15I	0	00	40
NO.51 THIRUMANGALAM	47	1	0	03	31
	45	2B	0	05	53
NO.52 KARUPPAGOUNDAMPALAYAM	14	1B	0	04	19

[F. No. R-25011/14/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 26 सितम्बर, 2005

का.आ. 3502.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि तमिलनाडु राज्य में चेन्नई से तिरुच्चि, मदुराई और शंकरी तक पेट्रोलियम उत्पादन के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और ऐसा प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उस तारीख से, जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि में उपयोग के अधिकार का अर्जन या भूमि

के नीचे पाइपलाइन बिछाने के प्रति लिखित रूप में आक्षेप श्री आर. वज्रवेलु, सक्षम प्राधिकारी, चेन्नई-तिरुच्चि -मदुराई उत्पाद पाइपलाइन परियोजना और आसनूर से शंकरी तक ब्रांच पाइपलाइन परियोजना, 12/30, एफ ब्लॉक, मार्क रेसिडेन्सी, वी.ओ.सी. रोड, कन्ट्रिमेन्ट, तिरुच्चिरापल्ली -620 001 (तमिलनाडु) को कर सकेगा।

अनुसूची

तालूका : आत्तूर		जिला : सेलम		राज्य : तमिलनाडु		
गोंव का नाम	सर्वे नंबर	हिरसा नंबर	क्षेत्रफल			
			हेक्टर	आर	वर्ग मीटर	
1	2	3	4	5	6	
नं . 97 नत्तवकरै	108	4ब	0	01	00	
नं . 86 देवियाकुरिच्चि	141	2अ	0	07	86	
नं . 72 वलैयमादेवि	48	5	0	00	40	
	48	6	0	04	00	
	48	7	0	03	22	
	48	8ऐ	0	12	90	
	48	8के	0	00	93	
	48	8जे	0	00	60	
	48	8एम	0	02	50	
नं . 70 आत्तूर टाउन		वार्ड एफ ब्लॉक नं . 12				
	9	2	0	06	31	
		वार्ड एफ ब्लॉक नं . 16				
	14	1	0	01	40	
	14	2	0	02	28	
		वार्ड एफ ब्लॉक नं . 19				
	2	2	0	00	72	
		वार्ड एफ ब्लॉक नं . 17				
	2	5	0	00	62	
	1	3	0	01	25	
	3	2	0	05	57	
नं . 52 नरसिंगपुरम	326	4	0	05	90	
	326	3	0	01	75	
	341	2ड3	0	05	00	
	342	1इ	0	01	41	
	342	1जि	0	00	96	
	325	2	0	03	36	
	317	1	0	01	31	

1	2	3	4	5	6
	403	15	0	02	05
	403	2	0	01	17
नं. 45 सिलियमपट्टि	138	4	0	04	22
	138	5	0	01	08
	184	5	0	18	50
	184	6	0	13	62
	183	10	0	13	66
	187	10	0	02	88
	125	3	0	02	74

तालूका : संकरि	जिला : सेलम		राज्य : तमिलनाडु		
1	2	3	4	5	6
नं. 21 मोरूर	623	23A	0	08	26
	617	23A	0	03	44
	632	—	0	38	37
नं. 22 कस्तूरिपट्टि	236	2	0	10	74
	237	48	0	03	46
	237	49	0	00	82
	237	50	0	06	00
	237	51	0	01	86

[फा. सं. आर-25011/14/2004-ओ.आर.-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 26th September, 2005

S. O. 3502.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Chennai to Trichy, Madurai and Sankari in the State of Tamilnadu, a pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may within twenty one days from the date on which the copies of this notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri. R.Vajravelu, Competent Authority, Indian Oil Corporation Limited, Chennai-Trichy-Madurai Product Pipeline Project with a branch pipeline from Asanur to Sankari, 12/30, F Block, Mark Residency, VOC Road, Contonment, Tiruchirappalli-620 001, Tamilnadu.

SCHEDULE

Taluk : Attur	District : Salem			State : Tamil Nadu		
Name of the Village	Survey no.	Sub-Division no.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
NO. 97 NATHAKARAI	108	4B	0	01	00	
NO. 86 DEVIYAKURICHI	141	2A	0	07	86	
NO.72 VALAIYAMADEVI	48	5	0	00	40	
	48	6	0	04	00	
	48	7	0	03	22	
	48	8I	0	12	90	
	48	8K	0	00	93	
	48	8J	0	00	60	
	48	8M	0	02	50	
NO.70 ATTUR TOWN		Ward F Block No. 12				
	9	2	0	06	31	
		Ward F Block No. 16				
	14	1	0	01	40	
	14	2	0	02	28	
		Ward F Block No. 19				
	2	2	0	00	72	
		Ward F Block No. 17				
	2	5	0	00	62	

1	2	3	4	5	6
	1	3	0	01	25
	3	2	0	05	57
NO.52 NARASINGAPURAM	326	4	0	05	90
	326	3	0	01	75
	341	2D3	0	05	00
	342	1E	0	01	41
	342	1G	0	00	96
	325	2	0	03	36
	317	1	0	01	31
	403	1D	0	02	05
	403	2	0	01	17
NO 45 SEELIYAMPATTI	138	4	0	04	22
	138	5	0	01	08
	184	5	0	18	50
	184	6	0	13	62
	183	10	0	13	66
	187	10	0	02	88
	125	3	0	02	74

Taluk : Sankari	District : Salem		State : Tamil Nadu		
1	2	3	4	5	6
NO. 21 MORUR	623	2A	0	08	26
	617	2A	0	03	44
	632	-	0	38	37
NO. 22 KASTHURIPATTI	236	2	0	10	74
	237	48	0	03	46
	237	49	0	00	82
	237	50	0	06	00
	237	51	0	01	86

[F. No. R-25011/14/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 26 सितम्बर, 2005

का. आ. 3503.—केंद्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.आ. 1204 तारीख 19-4-1999 को अधिकांत करते हुए सिवाय उन बातों के जो ऐसे अधिक्रमण से पूर्व की गई हैं या करने का लोप किया गया है, श्री वाई. के. देसाई, मामलातदार, रजुला, ज़िला अमरेली, गुजरात सरकार को, उनको अपने कार्यभार के साथ-साथ, भारत ओमान रिफाईनरीज़ लिमिटेड की सेंट्रल इंडिया रिफाईनरी परियोजना से सम्बन्धित वाडीनार (गुजरात) से बीना (मध्य प्रदेश) तक की देशव्यापी क्रूड पाइपलाइन के लिए, सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, उक्त अधिनियम के अधीन, गुजरात राज्य के राज्यक्षेत्र के भीतर, प्राधिकृत करती है।

[फा. सं. आर-31015/9/98-ओ.आर.-II]

हरीश कुमार, अवर सचिव

New Delhi, the 26th September, 2005

S.O. 3503.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in supersession of the notification of Government of India in the Ministry of Petroleum and Natural Gas S.O. 1204 dated 19.4.1999 except as respects things done or omitted to be done before such supersession, the Central Government hereby authorises Shri Y.K. Desai, Mamlatdar, Rajula, Amreli district, Government of Gujarat, to perform the functions of competent authority for cross-country crude pipeline from Vadinar (Gujarat) to Bina (Madhya Pradesh) relating to Bharat Oman Refineries Limited's Central India Refinery Project, in addition to his own duties, under the said Act, within the territory of State of Gujarat.

[No. R-31015/9/98-O.R.-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 27 सितम्बर, 2005

का. आ. 3504.—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2142, तारीख 10, जून, 2005 द्वारा, तमिलनाडु राज्य में चेन्नई से तिरुच्चिरापल्ली होकर मदुराई तक और आसनूर से शंकरी तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 25.07.2005 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केंद्रीय सरकार को अपनी रिपोर्ट दे दी है ।

और केंद्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए ।

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ।

यह और कि केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप - धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाशन की तारीख से केंद्रीय सरकार में निहित होने की बजाय सभी बिल्लिंगों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तालूका : कुन्नम		जिला : पेरम्बलूर		राज्य : तमिलनाडु	
गाँव का नाम	सर्वे नंबर	हिस्सा नंबर	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नं .52/1. सित्तलि (वेस्ट)	171	1	0	17	42
	171	5अ	0	01	56
	193	4ब	0	07	48
	193	5	0	06	19
	193	6	0	03	52
	193	7	0	13	74
	199	1अ	0	06	15
	199	2अ	0	02	34
	201	2	0	03	84
	201	6	0	00	69
206	2अ	0	04	64	

1	2	3	4	5	6
	206	25	0	02	64
	207	2	0	02	28
	222	3	0	06	00
	222	45	0	00	40

[फा. सं. आर-25011/29/2004-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 27th September, 2005

S. O. 3504.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2142 dated the 10th June 2005 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products from Chennai to Madurai via Tiruchirapalli and Sankari in the State of Tamilnadu, by the Indian Oil Corporation Limited;

And, whereas, copies of the said notification were made available to the public from 25.07.2005;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Taluk : Kunnam		District : Perambalur		State : Tamil Nadu	
Name of the Village	Survey no.	Sub-Division no.		Area	
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
NO.52/1 CHITTALI (WEST)	171	1	0	17	42
	171	5A	0	01	56
	193	4B	0	07	48
	193	5	0	06	19
	193	6	0	03	52
	193	7	0	13	74
	199	1A	0	06	15
	199	2A	0	02	34
	201	2	0	03	84
	201	6	0	00	69
	206	2A	0	04	64
	206	2D	0	02	64
	207	2	0	02	28
	222	3	0	06	00
	222	4D	0	00	40

[F. No. R-25011/29/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 27 सितम्बर, 2005

का.अ. 3505.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए; और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए; अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, सक्षम प्राधिकारी, मुम्बई - मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कारपोरेशन लिमिटेड, बी-105, इन्द्र विहार, तलवण्डी, कोटा -324005 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : झालरापाटन		जिला : झालावाड़	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	बक्शपुरा	59	0.0360
		60	0.0216
		61	0.0216
		81	0.0864
		82	0.1368
		83	0.2088
		84	0.0288
2	मूण्डला खेड़ा	124	0.1944
		125	0.1152
		123	0.2299
		122	0.1656
		120	0.1180
		107	0.1152
		105	0.1296
		102	0.0694
		100	0.2587
		99	0.0144
		94	0.2151
		91	0.1912
		90	0.0693
		86	0.0792
		106	0.1008
		68	0.1368
		29	0.0288
		56	0.0360

[फा. स. आर-31015/77/204-आ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 27th September, 2005

S. O. 3505.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

सक्षम प्राधिकारी

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, B-105, Indravihar, Talwandi, Kota-324005 (Rajasthan).

SCHEDULE

TEHSIL : JHALARAPATAN		DISTRICT : JHALAWAR		STATE : RAJASTHAN	
S.No.	NAME OF VILLAGE	SURVEY NO.		AREA IN HECTARE	
1	2	3		4	
1	BAKSH PURA	59		0.0360	
		60		0.0216	
		61		0.0216	
		81		0.0864	
		82		0.1368	
		83		0.2088	
		84		0.0288	
		124		0.1944	
		125		0.1152	
		123		0.2299	
		122		0.1656	
		120		0.1180	
		107		0.1152	
		105		0.1296	
2	MUNDLA KHERA	102		0.0694	
		100		0.2587	
		99		0.0144	
		94		0.2151	
		91		0.1912	
		90		0.0693	
		86		0.0792	
		106		0.1008	
		68		0.1368	
		29		0.0288	
		56		0.0360	

श्रम मंत्रालय

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3506—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 306/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/194/2000-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 6th September, 2005

S.O. 3506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 306/2000) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/194/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 306/2000

Shri Khyali Ram Jurel Son of Ram Khilawan,
H. N. 99/15, Phase-9, SAS Nagar, Mohali (Punjab)
... Applicant

Versus

The General Manager, Telecom, Sector-18,
Chandigarh-160001 ... Respondent

APPEARANCES :

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar.

AWARD

Passed on 29-7-2005

Central Govt. vide Notification No. L-40012/194/2000/IR (D U) dated 31-07-2000 has referred the following dispute to this Tribunal for adjudication.

"Whether the action of management of General Manager, Telecom, Chandigarh in terminating the

services of Shri Khyali Ram Jurel Son of Ram Khilawan is just and legal ? If not, to what relief the workman is entitled and from which date ?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdrew the present reference in Lok Adalat, vide his statement recorded on 27-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh

29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3507—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 18/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/393/2000-आई आर (डी यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2001) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/393/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I. D. 18/2001

Shri Sanjiv Kumar,
C/o Shri R. K. Sharma,
H. N. 372, Sector-20 A,
Chandigarh.

... Applicant

Versus

(1) The Chief General Manager,
Telecom, Punjab Circle, Sector 34,
Chandigarh-160001.

- (2) The Principal General Manager,
Telecom, Sector-18,
Chandigarh. ... Respondent

APPEARANCES:

- For the workman : Shri O. P. Singh
For the management : Shri G. C. Babbar.

AWARD

Passed on 29-7-2005

Central Govt. vide Notification No. L-40012/393/2000/IR (D U) dated 27-12-2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of Chief General Manager, Telecom, Punjab Circle, Chandigarh and the Principal General Manager, Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Sanjiv Kumar, a workman engaged through contractor M/s. R. K. Mittal w.e.f. 27-2-1999 is just and legal ? If not, to what relief the workman is entitled and from which date ?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdrew the present reference in Lok Adalat, vide his statement recorded on 27-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. अ. 3508—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-30, 33, 37 ऑफ 2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-42012/224/2000-आई आर (डी. यू.)]

[सं. एल-42012/223/2000-आई आर (डी. यू.)]

[सं. एल-42012/225/2000-आई आर (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-30, 33, 37 of 2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of All India Radio and their

workman, which was received by the Central Government on 6-9-05.

[No. L-42012/224/2000-IR (DU)]

[No. L-42012/223/2000-IR (DU)]

[No. L-42012/225/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR**

1. Case No. CGIT-30/2004

Reference No. L-42012/224/2000-IR (DU)

Sh. Manoharlal,
S/o Sh. Ghasi Ram,
R/o Plot No. 27,
Sanjay Colony,
Tehsil : Alwar,
Alwar (Raj.).

... Applicant

Versus

The Director,
All India Radio,
Akashwani Bhawan,
Scheme No. 5,
Alwar (Rajasthan)-301001.

... Non-applicant

2. Case No. CGIT-33/2004

Reference No. L-42012/223/2000-IR (DU)

Sh. Pappu Ram Saini,
S/o Sh. Kharati Ram Saini,
R/o Mohalla Heera Bas,
Near Bapri,
Alwar (Raj.).

... Applicant

Versus

The Director,
All India Radio,
Akashwani Bhawan,
Scheme No. 5,
Alwar (Rajasthan)-301001.

... Non-applicant

3. Case No. CGIT-37/2004

Reference No. L-42012/225/2000-IR (DU)

Sh. Ganesh Ram Saini,
S/o Sh. Dhisa Ram Saini,
R/o Scheme No. 5,
Near Water Tank,
Nichla Sonava, Alwar,
Alwar (Raj.).

... Applicant

Versus

The Director,
All India Radio,
Akashwani Bhawan,
Scheme No. 5,
Alwar (Rajasthan)-301001.

... Non-applicant

PRESENT:

Sh. R. C. Sharma, Presiding Officer

For the applicants : Sh. Munesh Gupta.

For the non-applicant : Sh. Tej Prakash Sharma.

Date of award : 11-08-2005

AWARD

1. All these references involve the common questions of facts and law and are being disposed of by this common award.

2. The Central Government in exercise of powers conferred under Clause 'D' of sub-Sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred these industrial disputes for adjudication to this Tribunal which respectively run as below :—

Case No. CGIT 30/2004

"Whether the claim of Sh. Manoharlal S/o Sh. Ghasi Ram for reinstatement/absorption in Class IV Post with consequential benefits from the management of All India Radio, Alwar is just and fair? If so, what relief the workman is entitled?"

Case No. CGIT 33/2004

"Whether the claim of Sh. Pappu Ram Saini S/o Sh. Kherati Lal Saini for reinstatement/absorption in Class IV Post with consequential benefits from the management of All India Radio, Alwar is just and fair? If so, what relief the workman is entitled?"

Case No. CGIT 37/2004

"Whether the claim of Sh. Ganesh Ram Saini for reinstatement/absorption in Class IV Post with consequential benefits from the management of All India Radio, Alwar is just and fair? If so, what relief the workman is entitled?"

3. The case of the workman is that they were employed as 4th class by the management of All India Radio Station, Alwar, who served under the employment of the management of various years and the particulars of their employment are exhibited in the table below :—

Name	Period of employment
1. Manoharlal	20-8-1993 to 25-9-1994
2. Pappu Ram Saini	24-12-1989 to 15-1-1999
3. Ganesh Ram Saini	20-1-1990 to 1-1-1999

4. They have further pleaded in their claim statement that they possess all the qualifications for treating them as the employees of semi-temporary status and to regularize their services under the scheme prepared by the Central Government for the casual workers. They have

added that they had completed more than 240 days of actual work in the calendar year preceding to the date of their termination, but the management without following the requirements under Section 25-F of the Act has terminated their services respectively. It is further stated that the work performed by them was of perennial nature and exists even today. It is also their plea that subsequent to their termination, the fresh hands were recruited by the management in violation of Section 25-H of the Act. They have urged that they be reinstated and absorbed in the service of the All India Radio.

5. Resisting the claim, the non-applicant in his written counter has averred that the claimants are not the workmen under the Act, that the non-applicant establishment is not an industry and the case of the workmen is covered by the provision under Section 2(oo)(bb) of the Act, who were engaged on contractual basis for a specified period for contingent work and their employment came to an end on the expiry of the contractual period. It has also been pleaded that the services of employees can be regularized only after following the prescribed procedure under the rules.

6. In the rejoinder, the workmen have reiterated the facts as enumerated in their claim statements respectively.

7. On the pleadings of both the parties, the following points for determination were framed :

CGIT-30/2004

- I. Whether the workman had joined the non-applicant established on 20-8-93 as a casual workman, who continuously worked up to 25-9-94 and whose service was terminated in violation of Section 25-F of the Act? BOA
- II. Whether the workman is eligible for his absorption into the service? BOA
- III. Whether after the termination of the service of the workman, the management has recruited the fresh hands in violation of Section 25-H of the Act? BOA
- IV. Whether the disputant is a workman as defined under Section 2-S of the Act? BOA
- V. Whether the non-applicant management is an industry within the meaning of Section 2-J of the Act? BOA

8. Similar points for determination were framed in case number CGIT-33/2004 and CGIT-37/2004.

9. In the evidence, the workmen have submitted their affidavits respectively and in the rebuttal the counter affidavit of MW-1 Rajesh Babu, the Station Engineer was placed on the record. All the witnesses were cross-examined by the respective opposite representative. None of the parties has chosen to lead the documentary evidence.

10. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—

Point Nos. I, II and IV

11. All these points being identical are discussed together hereunder:—

12. The Id. representative for the workmen contends that the workmen had continuously worked in the disputed period, but were removed without showing any reason and their dates of termination have not been denied by the management. His submission is that the requirements under Section 25-F of the Act were not complied with by the management prior to their termination. He has further contended that as per the averment of the non-applicant the workmen were called at times by the management for carrying out the work which means that they were eligible for the post and they are entitled for their reinstatement as well as absorption in the service. His submission is that they are also workmen.

13. Countering these submissions, the Id. representative for the non-applicant submits that on behalf of the workmen no document has been filed to show that they had completed 240 days of actual work in a calendar year and as such this fact could not be proved by them. The next contention advanced by the Id. representative is that no date of termination has been mentioned in the reference, that no post is vacant with the management and that the workmen were engaged only for time being for specific work and the provision under Section 2(oo)(bb) is attracted in the present case.

14. I have bestowed my anxious consideration to the rival contentions and have carefully gone through the judicial pronouncements cited before me.

15. Apparently, none of the parties has led the documentary evidence on the record and to substantiate the plea that the workmen had completed 240 days of actual work in a calendar year preceding to the date of their termination, they have adduced their oral testimony. WW-1 Manohar Lal (Case No. 30/04) in his cross-examination has stated that no written appointment order was issued in his favour and he had not appeared in the tests prior to his employment. He has also admitted that without following the prescribed procedure for appointment he was engaged to work and that his name was not sponsored by the employment exchange. WW-1, Pappu Ram Saini (Case No. 33/04) has admitted in his cross-examination that he had not appeared in the test, that his name was not invited from the employment exchange and that he affixed his signatures on the muster-roll on getting the payment of wages.

16. WW-1 Ganesh Ram Saini (Case No. 37/04) has admitted in his cross-examination that prior to his engagement he had not appeared in the test, that no

appointment letter was issued in his favour and has also pleaded ignorance as to whether his name was sponsored by the employment exchange.

17. Thus, all these workmen have admitted that they were engaged to work by the management without following the prescribed procedure for appointment, that no appointment letter was issued in their favour and even their names were not sponsored by the employment exchange. On these facts, it appears that they were engaged as casual workers on contractual basis and their services were hired by the management on payment of wages. Thus, though they can be safely termed as the workmen as defined under Section 2-S of the Act, yet it indicates that they were not regularly appointed by the management.

18. The management has set forth the plea that the disputants were appointed for a specified period on contractual basis and their case is attracted under clause 2(oo)(bb) of the Act. But no contract/agreement could be placed on record on behalf of the management to substantiate this plea, nor the specific period of employment could be disclosed in the pleadings. Therefore, the plea of the management is neither supported by any agreement nor by its pleading which cannot be maintained.

19. Obviously, the references do not contain the date of termination of the workmen and there is no documentary evidence on the record to suggest the dates of their termination. In the absence of the date of termination in the references the question of reinstatement cannot be adjudicated. In 2002(2)WLN Raj. 671, the Hon'ble Court has followed the observation made by Their Lordships of the Apex Court in AIR 1964 SC 1746 which says that the Industrial Tribunal is a Tribunal of limited jurisdiction and it is not open to it to travel materially beyond the terms of reference, for it is well-settled that the term of reference determines the scope of its power and jurisdiction.

20. Now, I am faced with the question whether the workmen are entitled for their absorption in the services. Admittedly, these workmen were not recruited by the management after following the prescribed procedure under the connected rules and there is no documentary evidence in support of their submission that they had continuously worked during the period in question. The Id. representative for the non-applicant has placed his reliance upon 2002 SCC (L&S) 367 wherein the Hon'ble Apex Court has observed that the onus of proving the completion of length of continuous service lies upon the workmen and merely his affidavit was not sufficient evidence for that purpose. The submission advanced on behalf of the non-applicants is fortified by this decision and in the absence of any documentary and credible evidence, the factum of completion of 240 days of actual

service in a calendar year preceding to their termination cannot be presumed in their favour. The Id. representative for the workmen has also drawn my attention towards 2002(2) WLC (Raj.) 575; 1995(3) WLC Raj. 719 and AIR 1986 SC 132. But the facts of these referred to decisions do not bear resemblance with the controversy on hand and the Id. representative for the workmen does not derive any assistance from them.

21. To conclude, it stands established that the claimants fall under the category of workmen as defined under Section 2-S of the Act. But they have failed to establish that they had completed over 240 days of actual service in a calendar year preceding to the date of their termination and are not entitled for their reinstatement/absorption in the service. Accordingly, points No. I and II are decided against the workmen and point No. IV is decided in their favour.

Point No. III

22. The Id. representative for the workmen contends that the non-applicant has admitted that new employees were recruited after the termination of the workmen and the work in question exists till today. Contrary to it, the Id. representative for the management contends that no fresh hands were recruited by the management and on account of appointment of Ramesh Chandra Sharma by the management, the plea of the workmen cannot be accepted because he was appointed in furtherance of the order passed by this CGIT.

23. The workmen in their claim statements have not named any person who was appointed subsequent to their termination. WW-1, Manohar Lal (Case No. 30/04) in his cross-examination has stated that subsequent to his termination Ramesh Chandra Sharma was appointed in his place. The Id. representative for the non-applicant has clarified this factual position by contending that Ramesh Chandra Sharma was appointed by the management in furtherance of the Award of this CGIT passed in his favour, which could not be denied on behalf of the workmen. Besides it, no person could be named by the workman who was employed subsequent to his termination.

24. Pappu Ram Saini (Case No. 33/04) has disclosed in his cross-examination that Phoolchand and Bhajanlal were working with him and has further pleaded unawareness whether they are still continuing with the management. Ganesh Ram Saini (37/04) has also stated that subsequent to his termination Phoolchand and Ramesh Chandra Sharma were recruited by the management and likewise Pappu Ram Saini has pleaded unawareness to this fact whether they are still continuing under the employment of the non-applicant establishment. Thus, no definite evidence on this point could be adduced on behalf of the workmen to substantiate their plea that the management has recruited new hands subsequent to

their termination. Accordingly, this point is decided against the workmen and in favour of the management.

Point No. V

25. MW-1, Rajesh Babu in his cross-examination has admitted that the advertisements are being relayed from the radio station, for which the fees are charged and the payment is also made by the management to those who render the programmes on the radio station. It shows the profit motive of the non-applicant establishment. The Id. representative for the workman has placed his reliance on AIR 1993 SC 94 which says that All India Radio and Doordarshan are industries which carry on commercial activity for profit by getting commercial advertisement telecast/broadcast and the functions carried out by them cannot be said to be purely sovereign nature. The submission of the Id. representative is fully supported by the referred to decision. Accordingly, it is held that the non-applicant establishment is an industry as defined under Section 2-J of the Act and this point is decided against the non-applicant and in favour of the workmen.

Relief

26. For the foregoing reasons, the workmen are entitled to no relief.

27. In consequence, all the three references are answered in the negative against the workmen and in favour of the management and it is held that the claims of the workmen for their reinstatement/absorption in class IV post with consequential benefits from the management of All India Radio is not just and fair and their claims are rejected. An award is passed in these terms accordingly.

28. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act and a copy thereof be annexed in each connected file.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3509—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 270/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/230/2000-आई आर (डी यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 270/2000) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in

the Industrial Dispute between the employers in relation to the Management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/230/2000-IR (DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I. D. 270/2000

Shri Sukhbir Singh,
C/o Shri R. K. Sharma,
H. N. 372, Sector-20 A,
Chandigarh.

... Applicant

Versus

(1) The Chief General Manager,
Telecom, Punjab Circle, Sector 34,
Chandigarh-160001.

(2) The Principal General Manager,
Telecom, Sector-18,
Chandigarh.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar

AWARD

Passed on 29-7-2005

Central Govt. vide notification No. L-40012/230/2000/IR (D. U.) dated 31-07-2000 has referred the following dispute to this Tribunal for adjudication.

"Whether the action of Chief General Manager, Telecom, Punjab Circle, Chandigarh and the Principal General Manager, Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Sukhbir Singh a workman engaged through contractor M/s. R. K. Mittal w.e.f. 27-2-1999 is just and legal? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdraw the present reference in Lok Adalat, vide his statement recorded on 27-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3510—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 424/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/377/2000-आई आर (डी यू)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 424/2000) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/377/2000-IR (DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I. D. 424/2000

Shri Amarjit Singh,
C/o Shri R. K. Sharma,
H. N. 372, Sector-20 A,
Chandigarh.

... Applicant

Versus

(1) The Chief General Manager,
Telecom, Punjab Circle, Sector 34,
Chandigarh-160001.

(2) The Principal General Manager,
Telecom, Sector-18,
Chandigarh.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar.

AWARD

Passed on 29-7-2005

Central Govt. vide notification No. L-40012/377/2000/IR (D. U.) dated 31-10-2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of Chief General Manager, Telecom, Punjab Circle, Chandigarh and the Principal General Manager, Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Amarjit Singh, a workman engaged through contractor Def. Vig. w.e.f. 27-2-1999 is just and legal? If not, to what relief the workman is entitled and from which date?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdrew the present reference in Lok Adalat vide his statement recorded on 27-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3511—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 70/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/226/2002-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/2003) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/226/2002-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I. D. 70/2003

Shri Gurwinder Singh,
Son of Shri Sohan Singh,
VPO Mauli Baidwan,
Tehsil Mohali, Distt. Ropar.

... Applicant

Versus

The Principal General Manager,
Telecom, Telephone Deptt.,
Sector-18,
Chandigarh-160001.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar.

AWARD

Passed on 29-7-2005

Central Govt. vide notification No. L-40012/226/2002/IR (DU) dated 21-03-2003 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of management of Department of Telecom, Chandigarh in terminating the services of Shri Gurwinder Singh w.e.f. 27-2-1999 without complying with the provisions of Section 25F of the ID Act 1947 is just and legal? If not, to what relief the workman is entitled?"

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdrew the present reference in Lok Adalat, vide his statement recorded on 27-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3512—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 154/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/120/2003-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 154/2004) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/120/2003-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I. D. 154/2004**

Shri Dharmender,
Son of Shri Devchan Ram,
House No. 233,
Ram Darbar, Phase-II,
Chandigarh.

... Applicant

Versus

The Chief General Manager,
Telecom, Punjab Circle,
Sector-34 A,
Chandigarh-160001.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar.

AWARD**Passed on 29-7-2005**

Central Govt. vide notification No. L-40012/120/2003/
IR (D. U.) dated 09-03-2004 has referred the following
dispute to this Tribunal for adjudication.

"Whether the action of management of Chief General
Manager, BSNL, Chandigarh in terminating the
services of Shri Dharmender, Ex-Asstt. Jointer w.e.f.
27-2-1999 without complying with the provisions of
ID Act is just and legal ? If not, to what relief the
workman is entitled ?"

2. The case taken up in Lok Adalat. The authorised
representative of the workman Shri O. P. Singh withdrew
the present reference in Lok Adalat, vide his statement
recorded on 27-7-05 to this effect. In view of the same, the
present reference is returned as withdrawn in Lok Adalat.
Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

**का. आ. 3513—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग
के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध
में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण
नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 136/2002) को प्रकाशित
करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।**

[सं. एल-40012/31/2002-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3513.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the Award (Ref. No. 136/
2004) of the Central Government Industrial Tribunal/Labour
Court No. I, Chandigarh now as shown in the Annexure in
the Industrial Dispute between the employers in relation
to the Management of Deptt. of Telecom and their
workman, which was received by the Central Government
on 6-9-05.

[No. L-40012/31/2002-IR (DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE**BEFORE SHRI RAJESH KUMAR, PRESIDING
OFFICER, CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH****Case No. I. D. 136/2002**

Smt. Sapna Bhandari,
wife of Shri Bharat Bhandari,
C/o Shri Tika Ram,
H.No. 391, Industrial Area,
Phase-II, Ram Darbar,
Chandigarh.

... Applicant

Versus

The Principal General Manager,
Telecom, Telephone Deptt.
Sector 18 A,
Chandigarh-160001.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh

For the management : Shri G. C. Babbar.

AWARD**Passed on 29-7-2005**

Central Govt. vide notification No. L-40012/31/2002/
IR (D. U.) dated 24-07-2002 has referred the following
dispute to this Tribunal for adjudication.

"Whether the action of management of Department
of Telecom, Chandigarh in terminating the services
of Smt. Sapna Bhandari, Peon w.e.f. 27-2-1999 is just
and legal ? If so, what relief the workman is
entitled ?"

2. The case taken up in Lok Adalat. The authorised
representative of the workman Shri O. P. Singh withdrew
the present reference in Lok Adalat, vide his statement
recorded on 27-7-05 to this effect. In view of the same, the

present reference is returned as withdrawn in Lok Adalat.
Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3514—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 206/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-40012/13/2001-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3514.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 206/2001) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 6-9-05.

[No. L-40012/13/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I D. 206/2001

Shri Khawaja Khan,
C/o Shri R. K. Sharma,
H.No. 372 Sector-20-A,
Chandigarh.

... Applicant

Versus

(1) The Chief General Manager,
Telecom, Punjab Circle,
Sector 34,
Chandigarh-160001.

(2) The Principal General Manager,
Telecom, Sector-18,
Chandigarh.

... Respondent

APPEARANCES:

For the workman : Shri O. P. Singh
For the management : Shri G. C. Babbar

AWARD

Passed on 29-7-2005

Central Govt. vide Notification No. L-40012/13/2001/IR (D. U.) dated 24-04-2001 has referred the following dispute to this Tribunal for adjudication.

“Whether the action of Chief General Manager, Telecom, Punjab Circle, Chandigarh and the Principal General Manager Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Khawaja Khan a workman engaged through contractor M/s. Gupta w.e.f. 27-2-1999 is just and legal? If not, to what relief the workman is entitled and from which date?”

2. The case taken up in Lok Adalat. The authorised representative of the workman Shri O. P. Singh withdrew the present reference in Lok Adalat, vide his statement recorded on 25-7-05 to this effect. In view of the same, the present reference is returned as withdrawn in Lok Adalat. Central Govt. be informed.

Chandigarh
29-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3515—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल डेयरी रिसर्च इंस्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-I, चंडीगढ़ के पंचाट (संदर्भ संख्या 92/93) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-42012/93/92-आई आर (डी यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/93) of the Central Government Industrial Tribunal/Labour Court No. I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Dairy Research Institute and their workman, which was received by the Central Government on 6-9-05.

[No. L-42012/93/92-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-1, CHANDIGARH****Case No. I. D. 92/93**

Yash Pal
Son of Shri Mangal Singh,
Village Balhri, B.O. Uchana Lake,
Karnal. . . Applicant

Versus

Director,
National Dairy Research Institute,
Karnal . . . Respondent

APPEARANCES :

For the workman : Workman with Darshan Singh
For the management : Shri J. S. Virk, Advocate

AWARD

Passed on 12-7-2005

Central Govt. vide Notification No. L-42012/93/92-IR- (D.U.) dated 26th of August 1993 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of National Dairy Research Institute, Karnal in terminating the services of Shri Yash Pal, ex-daily paid labour w.e.f. October 1981 is justified ? If not, what relief the workman concerned is entitled to and from what date ?"

2. Workman filed the claim statement claiming that he was appointed as beldar in the year 1979 by the management and he worked upto March 1982, the work was of regular nature but the management to spoil his service, got the work done by a contractor after March 1982 and in connivance with the contractor, he was made the worker of the contractor instead of the department. His services were terminated without any notice and chargesheet violating the provisions of Section 25 F and H of the I.D. Act, 1947.

3. The management filed written statement raising preliminary objection that Tribunal has no jurisdiction as the management is not an 'industry' and is a research institute and that the petition is time-barred as the workman has filed the same after a gap of 10 years and this petition is liable to be dismissed on this score only. On merits the management submitted that the petitioner was engaged as casual worker for the period from 1979 to 1981 as under :

- (1) 63 days from March to May 1979
- (2) 79 days from March to May 1980
- (3) 75 days from Sept. to Dec. 1980
- (4) 217 days from Feb. to October 1981.

4. It is also denied that management made worker a worker of the contractor. It is also submitted that there was no need to issue any notice or serve with a charge sheet upon the workman as he was not a regular employee of the institute and was only working as casual labour. There was no violation of provisions of Section 25 of the I.D. Act because the petitioner was not appointed as beldar on regular basis and no other person was engaged after him. He was engaged on daily wages basis purely for casual work for short duration.

5. In support of his case workman filed his own affidavit Ex. W1 and management filed affidavit of one Capt. Ishwar Dass Asstt. Admn. Officer NDRI Karnal as Ex. M1. Both the witnesses were cross-examined by rival advocates/authorized representatives at length.

6. In arguments learned counsel Shri J.S. Virk for the management submitted that workman has not completed 240 days and that claim is time-barred and this court has no jurisdiction as the institution is not an industry and therefore, the claim of the workman may be dismissed and reference may be answered accordingly.

7. On the other hand learned authorized representative of the workman in arguments submitted that workman has completed 240 days in a calendar year preceding to the date of his termination. The workman was terminated in October 1981 and learned court has to adjudicate upon this whether termination in October 1981 was just and legal. In support of his contention he firstly submitted that as regard the institution is an industry, he referred to the statement of MW1 Ishwar Dass Administrative Officer NDRI who was cross-examined on 8-05-02 in the Court. He on oath deposed that first he has no personal knowledge of the case and deposing on the basis of the record. He further deposed that applicant worked upto October 1981 from November 1980 to October 1981 and workman worked for 278 days. He also submitted that in a case on similar facts in the case of Som Nath Vs. NDRI the management witness Shri Ishwar Dass who was examined as MW1 deposed on oath in cross-examination that the milk of cattles are used in research work. The surplus milk is sold by our institute by making various food products so that milk may not go waste. That products are sold for price.

8. He submitted that this witness in another case like the case based on similar facts, the same witness deposed that this institute is selling various food products, so in the circumstances it can not be said that the management's institute is not an industry and a sovereign institute and in view of the judgment of the Hon'ble Supreme Court in Bangalore Water Supply and Sewerage Board Vs. A. Rajappa, the provisions of the Industrial Disputes Act are attracted. And the functions of selling milk is not sovereign and the institute is an industry. He also submitted that management witness Shri Ishwar Dass

in Som Nath's case has deposed in cross-examination that institute is preparing and selling the food products and also selling it to the public for money. As regard objection and plea of the management regarding limitation and claim is barred as filed after 10 years, the workman has relied 1999 L.R. page 529 *Ajaib Singh Vs. Sirhind Cooperative Society* and 2001(2) RSJ *Balbir Singh Vs. Punjab Roadways*, the Hon'ble Supreme Court has held that Limitation Act is not applicable in this case where notice of demand for justice was made after seven years—relief can not be denied to the workman merely on the ground of delay—reference to Labour Courts can not be generally questioned on ground of delay alone. It is further held in the above two authorities that in the given facts and circumstances of the case discretion is to be exercised judicially and relief should be appropriately molded.

9. It is further held in 2002(2) RSJ page 147 that if the order of dismissal is challenged belatedly the dispute would still continue for adjudication. The only question would be to deprive back wages for the period of delay in raising dispute if on merits it is to succeed. The Tribunal can award relief from the date of the demand of raising to the dispute if it found that such a demand is justified and warranted. Learned AR of the workman further submitted that now the only dispute remains that whether the workman completed 240 days or not; Learned AR pointed out to the evidence of MW1 Ishwar Dass AO the only witness examined in this case as well as in the case of *Som Nath Vs. NDRI*. He in his cross-examination in this case deposed that workman worked up to October 1981 from November 1980 and he worked for 278 days. On perusing the reference, the reference sent for adjudication is that the termination of the services of Yash Pal daily paid Labour in October 1981 is justified or not. From the deposition of MW1 the only witness of the management an Administrative Officer, he has deposed that workman has worked up to October 1981 for 278 days which also prove that workman has completed 240 days and workman worked for more than 240 days preceding one year from the date of termination. In this regard he has also referred to a judgment of our own High Court RSJ 1989 (1) RSJ page 76 *Sudeep Singh Man Vs. Presiding Officer, Labour Court, Chandigarh* and another, it is held by the Hon'ble High Court that Saturdays, Sundays and paid holidays are to be counted in a year while calculating 240 working days preceding to the date of termination. Learned authorized representative further submitted that as regard relief it is upon the judicial discretion of the Labour Court to grant full wages for the period he did not file/serve demand notice molded the relief from the date when the workman served the demand notice. It is the case of the workman that at the time of termination no notice or retrenchment compensation was paid to the workman at the time of this termination from service and the case of the management is that workman was not entitled to

reinstatement and notice or retrenchment compensation was not required to be paid to the workman and he is not entitled to any relief.

10. In view of the above arguments of both the parties and my perusal of documents and oral evidence of both the parties, I first take up the objection of the management that management is not an "industry". In this regard, the management has not referred any law, rather workman relied on Bangalore Water Supply 'case referred above, a judgment of the Hon'ble Supreme Court wherein it is held that in the circumstances of the present case, it can not be held that the management is not an industry who is making profit from the surplus milk by preparing food products and selling the same in the market so that the milk should not go waste and so in view of the admission of the witness of the management, I hold that management is an industry as activities of the management is fully covered by the above judgment of the Hon'ble Supreme Court in Bangalore Water Supply case. As regard delay and that claim is time barred, in view of the law referred by the workman, I hold that as Hon'ble Supreme Court in 2002(2) RSJ 147 (supra) has held that delay in raising dispute against the order of dismissal is challenged belatedly, the dispute shall continue for adjudication and if on merits it is so succeed, the only question would be to deprive back wages for the period of delay in raising the dispute. In view of the above referred judgment, the workman can not be denied relief only on the ground that he filed claim belatedly. In view of the above I hold that the reference can not be dismissed on the ground that it is belated as it was raised after 10 years and the reference is maintainable.

11. As regard, whether the workman has put in more than 240 days of service in one calendar year preceding to the date of termination as submitted by the authorized representative of the workman and evidence of the both parties witnesses, workman has stated that he worked with the management from 1979 to October 1981 and has completed 240 days. The witness of the management also admitted that the workman worked for 278 days from November 1980 to October 1981, therefore, I am of the considered view that in view of the evidence of the workman and the management and law referred the workman has completed 240 days service in one calendar year preceding to the date of termination. It is also proved by the workman from his evidence as well as from the evidence of the MW1 that management has not complied with the provisions of Section 25 F as no notice or pay in lieu and retrenchment compensation was given to the workman at the time of retrenchment/termination. Therefore, the termination of the workman is bad void ab initio and not justified and is liable to be set aside and the same is set aside. As regard second part of the reference to which relief the workman concerned is entitled and from what date, I further hold and order that workman is entitled

to full back wages from the date of demand notice. The management is directed to reinstate the workman as a daily wagger as he was in October 1981 the day of termination with continuity of service and other consequential benefits but will get the wages from the date of demand notice till reinstatement. However as directed earlier the workman is entitled to full back wages from the date of demand notice. The reference is answered accordingly. Central Govt. be informed.

Chandigarh

Dated : 12-7-2005

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3516—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिक्कूरिटी पेपर मिल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एल सी/आर/176/90) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-16012/3/89-आई. आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3516.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/176/90) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Security Paper Mill and their workman, which was received by the Central Government on 6-9-05.

[No. L-16012/3/89-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/176/90

Shri C.M. Singh, Presiding Officer

Shri Hariprasad Lutare,
Kothi Bazar, Harijan Mohalla,
Hoshangabad.

... Workman

Versus

The General Manager,
Security Paper Mill,
Hoshangabad.

... Management

AWARD

Passed on this 26th day of August, 2005

The Government of India, Ministry of Labour vide its Notification No. L-16012/3/89-IR(DU) dated 13-8-90 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of the General Manager, Security Paper Mill, Hoshangabad in terminating services of Shri Hariprasad Lutare, Ex-Safaiwala is justified ? if not, to what relief the workman concerned is entitled ?”

2. The case of applicant Shri Hariprasad Lutare in brief is as follows :—That he was appointed as sweeper in the year 1976 by the management of Security Paper Mill, Hoshangabad. A chargesheet dated 18-8-83 was issued to him on the ground that he had produced a false certificate showing his Educational Qualification. The applicant denied the charges and an enquiry was conducted against him by the management. On the basis of enquiry, punishment of dismissal from service vide order dated 20-6-84 was inflicted upon the workman. It has been averred by the applicant that the enquiry conducted against him and the action taken against him is totally unjustified and liable to be set aside on the ground that the enquiry officer did not conduct the enquiry properly, the applicant was not given opportunity to defend himself either through a Legal practitioner or a co-worker, along with the chargesheet or during the enquiry details and list of witnesses by whom charges were to be proved was not given to the applicant and in the enquiry, documents in original were not produced. Under the above circumstances, it cannot be said that the charges levelled against the applicant were proved. Therefore the findings of Enquiry Officer are perverse and the evidence on record does not establish the fact that the applicant has committed any misconduct. The appeal preferred by the applicant has not been properly considered and the Appellate Authority dismissed the appeal mechanically without application of mind and without giving any reason. The punishment imposed is excessive and it is requested that the lesser punishment be given to him. It is also prayed by the applicant to hold that the action of the management of Security Paper Mill, Hoshangabad in terminating the services of the applicant is unjustified, illegal, arbitrary and he is entitled to reinstatement with full back wages and all other consequential benefits including compensatory cost.

3. The management contested the reference and filed their Written Statement. The case of the management in brief is as follows :—

That Shri Hariprasad Lutare was appointed in the Security Paper Mill, Hoshangabad as safaiwala through employment exchange w.e.f. 11-2-76 in temporary capacity.

As per particulars and the documents furnished by him for his appointment, he studied only up to 6th standard. He submitted letter dated 19-3-83 along with copy of a marksheet bearing Roll No. 660 dated 30-4-74 purported to have been issued to him by a Local School called SNG Higher Secondary School, Hoshangabad according to which the applicant had passed 10th standard. In the month of March 1983, he has also applied for transfer from Class-IV (Now Group-D) to Industrial Cadre as Paper Boy vide his application dated 9-3-83 in response to Notice No. 67 dated 26-2-83. As the department noticed some inconsistency in his statement and documents produced at the time of joining, the department sought his clarification as to why he did not disclose his qualification up to 10th standard (1974) while joining service in the Paper Mill in the year 1976. The applicant submitted his explanation vide letter dated 9-5-83 which was found to be far from satisfactory. As the department suspected foul play, a reference was made to the educational authority for investigation. The District Superintendent of Education after due verification, informed the office of the management that the marksheet bearing Roll No. 660 dated 30-4-74 which was submitted by Shri Hari Prasad Lutare was issued in favour of Shri Mohanlal S/o Jetharam and not in favour of Shri Hari Prasad Lutare S/o Shri Munnulal. Thus it was evidently proved that Shri Hari Prasad Lutare indulged in forgery of certificate and cheating Government for his individual gains. He was therefore immediately placed under suspension and a chargesheet was served on him. As he denied the charges levelled against him, an enquiry was ordered. During the course of enquiry, he applied for permission to engage a legal practitioner. His request for engaging a legal practitioner to defend himself during the enquiry was not agreed to since rule 14(8) (a) of C.S.S. (C.C.A) Rules 1965 which stipulates that the delinquent Government servant can take the assistance of any Government servant to defend the case on his behalf but cannot engage a legal practitioner for the purpose unless the Presenting Officer appointed by the Disciplinary Authority is a legal practitioner. The Presenting Officer appointed by the Disciplinary Authority was only a Group-“C” employee and as such the Applicant was told vide memo dated 2-12-83 that he can take the assistance of any Government servant to defend his case as per rules. But the delinquent defended the case himself. The original documents were also produced for inspection during the course of enquiry. The Enquiry Officer conducted a free and fair enquiry giving ample opportunity to Shri Lutare to defend himself and submitted report according to which the applicant was found guilty of the alleged charges. The averment of the applicant that he was not given full opportunity to defend his case is absolutely false and baseless. Considering the gravity of misconduct committed by Shri Lutare, he was removed from service as a major penalty vide Order No. EOO877 dated 20-6-84. The applicant appealed against the punishment of the Appellate

Authority who after careful consideration of the case, upheld the punishment awarded by the Disciplinary Authority vide its Order No. F-5 (12)/84-SPM(BNP) dated 8-4-85. The action taken by the management meets the ends of justice hence the case does not deserve any relief whatsoever and the reference may be dismissed accordingly.

4. Applicant Shri Hari Prasad Lutare in support of his case examined himself as WW-I and the management in defending the reference examined Shri P.K. Sharma (MW-I) Dy. Manager (Finance) (Retd.).

5. Both the parties filed certain documents in support of their respective contentions which shall be referred in the body of this award at appropriate places where the need be.

6. My learned predecessor in office after having heard the learned counsel for the parties and after going through evidence on record, recorded finding on the following preliminary issue on 16-4-2001.

Preliminary Issue :—Whether the DE is proper, valid and legal ?

My learned predecessor in office vide finding dated 16-4-01, held that the DE conducted against the workman was perfectly just and proper and decided the preliminary issue accordingly. The findings of this issue shall form the part of award.

7. I have heard Shri A.K. Shashi, Advocate for workman and Shri R.C. Shrivastava, Advocate for management. I have very carefully gone through the entire evidence on record.

8. The learned counsel for workman submitted that considering the facts and circumstances of this case, it is requested to exercise the jurisdiction of Section 11-A of the Industrial Disputes Act, 1947 to award lesser punishment than the dismissal from service to the workman. The learned counsel for the management vehemently opposed the request made by the learned counsel for workman. He submitted that under the facts and circumstances of this case, the tribunal is requested not to exercise its jurisdiction under Sec-11-A of the Industrial Disputes Act, 1947 to award lesser punishment than the dismissal from service. In this respect, he placed reliance on 1998(I) LLJ-431 in the case of Union of India and Ors. Vs. Srivastava B.K. I have very carefully gone through the law cited above. It has been held therein that if the DE conducted is fair and legal and there has been exercise of power by the Disciplinary and Appellate Authority, the tribunal should stay away its hand. That it is no part of function of the tribunal to substitute its own decision when enquiry is held in accordance with rules and the punishment is imposed by the authorities considering all the relevant circumstances and which it is entitled to impose. The learned counsel for the management also placed reliance on 1995-I-LLJ-1065 in

case of Shri A.M. Ishwarchar Vs. Executive Engineer, Electrical wherein the Hon'ble High Court of Karnataka held that under the guise of sympathy, there can be no compromise in case of gross indiscipline. That sympathy will be shown in appropriate cases and the courts in this country have frequently observed that sympathy results in miscarriage of justice.

9. Having considering the facts and circumstances of this case, I am of the considered opinion that it is not a fit case in which lesser punishment than dismissal from service be awarded.

10. In view of the above, it is concluded that the action of the management of General Manager, Security Paper Mills, Hoshangabad in terminating the services of Shri Hari Prasad Lutare, Ex. Safaiwala is justified and as a result thereof the workman concerned is not entitled to any relief.

11. The reference is accordingly answered in favour of the management and against the workman. The parties shall bear their own costs of this reference.

12. The copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 6 सितम्बर, 2005

को. आ. 3517—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरेण में, केन्द्रीय सरकार ऑर्डनेन्स फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण पुणे के पंचाट (संदर्भ संख्या —) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-14012/4/2001-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3517.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Pune as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Ordnance Factory and their workman, which was received by the Central Government on 6-9-05.

[No. L-14012/4/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI S.S. VYAVAHARE,
INDUSTRIAL TRIBUNAL AT PUNE

Reference (IT) No. 26/2001

BETWEEN

The General Manager,
Ordnance Factory,
Dehu Road,
Pune.

... First Party

And

Shri H. D. Bhondave,
R/o. : At Post : Ravet,
Taluka : Haveli,
District : Pune.

... Second Party

In the matter of : Termination of service.

Appearances : Shri. S. D. Kulkarni, Asstt. Govt.
Pleader for the First Party.
Shri. J. B. Attar, Advocate for the
Second party.

AWARD

1. In exercise of the power conferred by Clause (d) of Sub-section (1) and Sub-sec. 2 (a) of Section 10 of the Industrial Disputes Act, 1947, the Central Government has referred the dispute to the undersigned for its disposal according to the law.

2. After the receipt of the reference, the notices have been issued to First Party and Second Party. Second Party has submitted its Statement of Claim at Exhibit U-1. Whereas First Party has resisted the claim by filing its Written Statement at Exhibit C-6.

3. It is the contention of the Second Party that, he was the employee of the First Party and he was serving with First Party as Wireman at Ordnance Factory, Dehu Road, Pune. It is the contention of the Second Party that, he has completed 20 years unblemished service. One Mr. Subramaniam, superior officer of Second Party was asking Second Party to do his unofficial personal work. This being un-official illegal work, Second Party has refused to do the said work and refused to obey the directions of Mr. Subramaniam. According to Second Party, because of the said reason, his relations with Mr. Subramaniam were strain. Moreover, for the said reason, Mr. Subramaniam used to insult Second Party in presence of other employees. 2 to 3 departmental enquiries were initiated against the Second Party and all the time in the enquiry, the work of enquiry was carried out in English. According to Second Party, he cannot read and write English and therefore, he requested the First Party to carry out enquiry in Marathi. The request made by Second Party was never accepted by the First Party. According to Second Party he was not only refused to conduct enquiry proceeding in Marathi but, also he was illegally punished by stopping of his increment. In the year 1995 also the Second Party was denied wages by applying the principle of 'no work no pay' by Shri Subramaniam. Thus, Shri Shubramaniam had all the while acted high handedly with Second Party. According to Second Party, Shri Subramaniam wanted to expel Second Party on medical ground by declaring him unfit and therefore, he had asked Second Party to produce medical certificate. Accordingly Second Party attended the hospital of Ordnance Factory at Kirkee and at J.J. Hospital where he had undergone number of tests. The Second Party was

declared mentally fit by the Medical Authority and medical certificate was issued to that effect. According to Second Party, he has submitted those certificates to Shri Subramaniam. It is the further case of Second Party that, Shri Subramaniam who was not successful in expelling the Second Party on medical ground, filed a false complaint at Dehu Road Police Station for allegedly assaulting him by Second Party and his associates. Dehu Road Police authority too found that, Second Party was not involved in such incident.

4. On 6-8-1998 upon the above referred incident, Shri Subramaniam made complaint to his superior against Second Party and therefore, Second Party was served with a chargesheet. The enquiry conducted against the Second Party was in English and inspite of request to conduct the enquiry in Marathi, the Enquiry Officer not only proceeded with the enquiry in English but, also obtained the signature of Second Party on blank paper by assuring him that, it will not affect to his service and merits of the enquiry. According to Second Party, the enquiry conducted against him was not as per the principles of natural justice, there are discrepancies in the statement of witnesses and therefore, the finding of Enquiry Officer to hold Second Party guilty for the misconduct, is not legal and proper. By holding Second Party guilty, a punishment of compulsory retirement was imposed on him, which he challenges the same as arbitrary and illegal.

5. First Party has resisted the claim by filing its Written Statement at Exhibit C-6 and contended that, the claim of Second Party is false, frivolous and not based on true facts. The First Party denies all adverse allegations made by Second Party, in respect of enquiry. While admitting the status of the Second Party as an employee, the First Party justifies the chargesheet dt. 10-9-98 and submits that, Second Party had man-handled and assaulted his superior. Besides that, he is also habitual offender and he is in habit of acting subversive of discipline with superiors. According to First Party, the full opportunity was given to Second Party to participate in the enquiry. The enquiry was conducted in Hindi. However, the recording was carried out in English. The depositions were read out and explained to Second Party in Hindi. The Enquiry Officer after considering the misconduct of Second Party and the evidence on record, has held Second Party guilty. It is also submitted by First Party that, Second Party has also moved to Central Administrative Tribunal (CAT) claiming the same relief and therefore, the relief claimed by Second Party cannot be granted to him. First Party denies all allegations made by Second Party against Shri Subramaniam and prays to reject the claim.

6. On respective contentions of the parties, my learned predecessor framed following issues at Exhibit 0-3. I adopt the same. My findings are recorded against the same.

ISSUES

FINDINGS

- | | |
|--|--|
| (1) Whether Second Party proves that, enquiry conducted against him in English was not understood by him and it is not legal ? | No |
| (2) Whether findings of Enquiry Officer are not supported by evidence in enquiry proceeding ? | No |
| (3) Whether order dt. 28-12-99 for compulsory retirement of Second Party is illegal and he is entitled to wages ? | Entitled for wages from Aug. 95 to Sept. 96. |
| (4) If so, what order as to reference ? | As per final order. |

7. REASONS :

Before going through the evidence on record, it will not be out of place to go through some facts which are not seriously disputed. The employment of Second Party with the First Party is not disputed. It is also not disputed position that the Second Party was served with a chargesheet on 10-9-98 and misconduct of manhandling to the superior officer is alleged against the Second Party. It is also not disputed position that, the Enquiry Officer has held the Second Party guilty and awarded the punishment of compulsory retirement, to the Second Party. It is also admitted position that, the Second Party filed an appeal against the order of compulsory retirement to Appellate Authority. It is admitted position that, vide order dated 4-4-2001, said appeal came to be dismissed.

8. ISSUE NOS. 1 to 3 :

In view of above referred undisputed facts, in order to show that, the punishment of compulsory retirement is not legal and proper. Second Party has deposed at Exhibit UW-1 and has deposed that, he has completed 19 years service with First Party. One Mr. Subramaniam, Foreman was not behaving properly with him. According to him, Shri Subramaniam used to ask him to carry out repair works of electric tube and bulb which he has refused. His evidence further shows that, Mr. Subramaniam was insisting him to do private work which he had refused and therefore, by applying the principle 'no work no wages' he was not paid the wages for 4 to 5 months. His evidence further shows that, he was asked by Mr. Subramaniam to appear before Medical Authority for getting fitness certificate. In spite of getting fitness certificate, from Sassoon Hospital as well as Army Hospital, in order to take revenge, enquiry was initiated against him and favourable witnesses were examined before Enquiry Officer. Therefore, according to Second Party, the enquiry conducted against him as well as the punishment of compulsory retirement awarded to him is not legal and proper. While cross-examining the Second Party, Sou. S.D.

Kulkarni, learned Asstt. Govt. Pleader for the First Party has tried to bring on record that, the punishment of compulsory retirement awarded to Second Party is an outcome of domestic enquiry which was carried out by following the principles of natural justice. It is also tried to bring on record that, the Second Party had filed an appeal before CAT which is similar in the nature. It is suggested to the Second Party that, the domestic enquiry was initiated against the Second Party for assaulting his senior officer—Mr. Subramaniam.

9. The First Party did not step into the box. During the course of arguments, Shri Attar, Learned Counsel for Second Party has mainly submitted before me that, the Second Party has challenged the action of compulsory retirement as illegal as well as claim that, the First Party did not pay wages to the Second Party, for the period August, 1995 to November, 1997. While taking me to the Written Statement filed by First Party, it is submitted by Shri. Attar, Learned Counsel for the Second Party that, at para 5 of the Written Statement, the First Party has admitted for non-payment of wages from August, 1995 to September, 1996 by coming with a case that, for the said period the Second Party did not work. It is submitted by Shri Attar that, there is no document filed on record to justify that, the First Party can deduct wages by applying the principle of 'no work no pay'. At the most, it can be called as misconduct for which no disciplinary action has been initiated against the Second Party. Therefore, the deduction of wages from August, 1995 to September, 1996 is unjustifiable.

10. At the same time the submissions advanced by Sou. S. D. Kulkarni, Learned Asstt. Govt. Pleader for the First Party that, the Applicant was placed under suspension for the period 3-10-96 to 27-5-97 for absence for the said period. Shri Attar, Learned Counsel for the Second Party has accepted this position and has restricted his claim for wages from August, 1995 to September, 1996.

11. While commenting upon the enquiry conducted against Second Party, Shri Attar submitted before me that, since the beginning it was the contention of the Second Party that, he does not know English. Therefore, the Second Party was insisting to record the proceeding of enquiry in Marathi. In spite of this, the enquiry report which is written in English that itself goes to show that, what ever carried out by Enquiry Officer was without the knowledge of the Second Party. He therefore, prays to set aside the order of compulsory retirement of the Second Party.

12. Sou. S. D. Kulkarni, learned Asstt. Govt. Pleader for the First Party, who has submitted her submission in writing at Exhibit C-17; has submitted before me that the service condition of the Second Party are governed by fundamental and supplemental rules Civil Services (Classification, Control & Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil

Service Regulations, Civilian in Defence Service (Classification, Control and Appeal) Rules. According to her the disciplinary action held against Second Party was as per Clause 20 of Civil Service and Central Civil Post which includes a civilian service or civilian post, as the case may be of the corresponding class in defence service. It is further submitted by her that, the Second Party being Central Govt. employee, his service conditions are protected as per Article 309 of the constitution and the rule framed thereunder. For this reason, the provisions of Industrial Disputes Act are not applicable in the present case.

13. Sou. Kulkarni also submitted before me that, for the period of October, 1996 to May, 1997 the Second Party was placed under suspension in connection of misconduct committed by him. It is also submitted by her that, the Second Party was also given chargesheet for his absentee from 28-5-97 to 14-12-97.

14. In respect of departmental enquiry against the Second Party, it is submitted that, the Second Party has committed serious misconduct by assaulting his superior officer—Shri Subramaniam. The Second Party did not appear before Enquiry Officer and therefore, there is no force in his contention for challenging the enquiry.

15. To substantiate the submissions that, the Second Party being holding civil post and therefore, he does not come within the definition of 'workman' so, the Industrial Tribunal has no jurisdiction to adjudicate the reference. The reliance is placed on the copy of judgement in L.P.A. No. 90/98 in writ petition No. 6337/96, L.P.A. No. 94/98 in writ petition No. 2781/96, and L.P.A. No. 95/98 in writ petition No. 2055/97.

16. Reliance is also placed on the judgement of Supreme Court in the case of TRIPURA GRAMIN BANK & ORS. Vs. TARIT BARAN ROY & ORS. (reported in 2001 (10) S.C. Cases Pg. 70); wherein, it has been observed that, the principle engrafted in Sec. 11A of I.D. Act cannot be engrafted to the disciplinary proceeding either in relation to the Govt. servant or other employees, whose service conditions are governed by sake of rules and not the provisions of I.D. Act. Therefore, she prays to reject the reference.

17. After giving conscious thought to the respective submissions, one thing is clear that, in the enquiry conducted against the Second Party, he did not appear before Enquiry Officer. The enquiry proceeding unequivocally go to show that, the Second Party remained absent. Therefore, I do not find any substance in the contention raised by Second Party that, the enquiry proceeding are conducted in English and therefore, the Enquiry Officer has committed breach. On the contrary, Shri Attar has admitted that, the Second Party has replied the chargesheet. It goes unsaying that, the Second Party

was well aware about the disciplinary enquiry conducted against him. There is no document filed on record to show that, the charges levelled against the delinquent being in English, the Second Party could not reply the same. On the contrary, the enquiry proceeding shows that, the Second Party remained absent before Enquiry Officer and therefore, it is not open for him to say that, he did not understand the enquiry proceeding. It is significant to note that, it was specific charge against the Second Party that, he is habitual offender and in spite of imposing three penalty, he repeated the misconduct. This charge against him is also not rebutted by him and therefore, there is no reason to discard the finding recorded by the Enquiry Officer. On the contrary, the record shows that, considering the long standing service of the Second Party, instead of passing order of dismissal, he was compulsorily retired because of which the relief of pension and gratuity of the Second Party had kept intact. Therefore, the submissions advanced by Shri Attar in respect of enquiry proceeding cannot be accepted.

18. In respect of claim for wages, I found some substance in the submissions of Shri Attar pertaining to the period August, 1995 to September, 1996 because for the period 3-10-96 to 27-5-97 the Second Party was placed under suspension and enquiry was initiated against him. Secondly from 28-5-97 to 14-12-97 the chargesheet was issued to Second Party for absenteeism. In respect of period commencing from August, 1995 to September, 1996 the First Party has withheld the wages by applying the principle 'no work no pay'. Along with the statement of claim the Second Party has filed Annexure 'B' showing the position from August, 1995 to September, 1996 which shows that, during the above period out of the figure of working days, some days have been shown as work not done by Second Party and therefore, wages were not paid to him. For e.g. in the month of August, 1995 out of 25 working days, for 19 days the Second Party have claimed not to work. For 3 days he was shown present, for 3 days he was shown absent. Like this entry, there are other entries showing the days on which the Second Party did not work though he remained present. Now, for the said period, the First Party ought to have issued chargesheet to the Second Party and ought to have conducted disciplinary enquiry. Some carbon papers have been filed on record to show for the explanation sought of the Second Party for not doing the work. However, for justifying those documents, the First Party did not examine any witness nor prove the papers. It is significant to note that, there is no document filed on record to show that, even as per the service rules of the Second Party, the First Party is authorised to deduct the wages by applying 'no work no pay' rule and therefore, the deduction of wages from August, 1995 to September, 1996 is unjustified.

19. Before parting, in respect of the case law relied on by the First Party, needless to say that, with the help of

said ruling of the Apex Court, the First Party has challenged the jurisdiction of Industrial Court. This being the reference, on the basis of dispute referred by the Conciliation Officer, the First Party ought to have raised a objection before Conciliation Officer. The record shows that, the First Party not only kept mum before Conciliation Officer but also even did not state even remotely by filing the Written Statement that, reference is not maintainable and Industrial Court has no jurisdiction; because of the status of the Second Party being Govt. servant holding civil post whose service conditions are governed by statutory rules. On the contrary, the First Party as well as the Second Party by conducting the reference have submitted themselves to the jurisdiction of this Court. Therefore, I do not want to go into the controversy at this stage, especially when the settled position of law is that, the point of jurisdiction being mixed question of law and fact, it has to be raised at an earlier stage. As the First Party has kept silent about the jurisdiction of the Court, and submitted itself to the jurisdiction of this Court, to my mind it is not desirable to go into the controversy. I therefore, conclude that, in these circumstances, the ruling relied on by the First Party will not assist the First Party.

20. Therefore, from the above discussions, while recording negative finding on Issue Nos. 1 and 2. I give partial relief to Second Party for getting wages from August, 1995 to September, 1996 and decide Issue No. 4 accordingly and allow the reference partly. Hence, award.

AWARD

- (1) Reference is partly allowed.
- (2) The prayer of Second Party for setting aside compulsory retirement is turned down.
- (3) First Party do pay wages to the Second Party from August, 1995 to September, 1996.
- (4) Parties to bear their cost.

PUNE.

Dated : 2nd Aug., 2005

S. S. VYAVAHARE, Industrial Tribunal

नई दिल्ली, 6 सितम्बर, 2005

का. आ. 3518—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-II, नई दिल्ली के पंचाट (संदर्भ संख्या 172/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-05 को प्राप्त हुआ था।

[सं. एल-42012/180/96-आई आर (डी यू)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 6th September, 2005

S.O. 3518.—In pursuance of Section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award (Ref. No. 172/97) of the Central Government Industrial Tribunal/Labour Court No. II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 6-9-2005.

[No. L-42012/180/96-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-II,
RAJENDRA BHAWAN, GROUND FLOOR,
RAJENDRA PLACE, NEW DELHI**

I. D. No. 172/1997

R.N. Rai, Presiding Officer

In the matter of :

Shri Mohender Singh,
S/o Shri Bhagwan Singh,
Khalasi, I.B. Complex Service Station,
35, Sardar Patel Marg,
New Delhi

Versus

M/s. CPWD through,
The Engineer-in-Chief,
Nirman Bhawan,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-42012/180/96 IR(DU) Central Government dt. 14-10-1997 has referred the following point for adjudication.

The point runs as hereunder :

“Whether the action of the management of CPWD by not regularizing the services of Shri Mohender Singh, Casual Khalasi working on work order and by denying wages on the principle of Equal Pay for Equal Work, w.e.f. 11-12-1991 is justified? If not, to what relief the concerned workman is entitled and from what date?”

The workman applicant has filed statement of claim. In his statement of claim he has stated that Shri Mohender Singh joined into the employment of the Central Public Works Department as a Khalasi w.e.f. 11-12-1991. He is working in Electrical Department, Divn. No. 9 and is posted at I.B. Complex Service Station under Executive Engineer,

Shri R.K. Aggarwal, J.E., D.K. Sharma and A.E., Shri A.K. Jain. He is being treated as daily rated/casual/muster-roll worker and is being paid wages as fixed and revised from time to time under the Minimum Wages Act by the appropriate Government. He is being paid wages monthly and not daily. No leave record is being maintained by the CPWD although the workman is entitled to 15 days earned leave and 12 casual leave as provided in the Delhi Shops and Establishment Act, 1954 which are applicable to him. No leave is being given to him. He has to report for duty at proper time and after performing eight hours normal duties he is relieved every day. While his counterparts doing the identical work and the work of the same value but being treated as regular employees are being paid their salary in the pay scale of Rs. 750-940 with usual allowances admissible under the rules. The said pay scale has been revised to the pay scale of Rs. 2550-3200 w.e.f. 01-01-1996 with usual allowances admissible under the rules. They are also enjoying other benefits like uniform, EL, CL, Gazetted/Festival/Restricted Holidays and Medical Leave etc. which are completely denied to the workman aforesaid. He has unblemished and uninterrupted record of service to his credit.

That the non-regularization of services of the aforesaid workman on the post of Khalasi in proper pay scale and allowances with retrospective effect from the initial date of his joining into the employment i.e. 11-12-1991 and payment of lesser remuneration in violation of the principle of equal pay for equal work is wholly illegal, bad, unjust and mala fide for the following amongst other reasons :

1. That the job against which the workman aforesaid has been working since 11-12-1991 is of a permanent and regular nature of job.

2. That employing persons on regular nature of jobs and treating them as daily rated/casual/muster-roll workers and paying them lesser remuneration than those doing the identical work and the work of same value amounts to unfair labour practice as provided in section 2(a) read with item No. 10 of Vth Schedule and read with Section 25 T punishable under section 25 U of the ID Act, 1947.

3. That it is violative of Articles 14, 16 and 39 (d) of the Constitution of India.

4. That it amounts to sheer exploitation of labour.

5. That the management of the CPWD has not framed any rules or regulations nor get it passed by the UPSC and nor notified in the Official Gazette for governing the service conditions of the daily rated/casual/muster-roll/part-time/seasonal workers nor it has any Certified Standing Orders, governing service conditions of such workers and, therefore, the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 are applicable to the workman and the management of the CPWD.

6. That the workman aforesaid has acquired the status of a permanent employee from the initial date of his joining into the employment after completing 90 days of continuous employment as providing in the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946. Even otherwise the workman has acquired the status of a permanent employee from the initial date of his joining into the employment after completing 240 days of continuous employment and is deemed to have been taken into the employment on regular basis as has been held by the Hon'ble High Court of Delhi in case of Harish Kumar vs. Registrar, Delhi High Court.

7. That the action of the management in employing the aforesaid workman as casual or temporary and to continue him as such for years with the object of depriving him of the status and privileges of permanent workmen amounts to unfair labour practice as provided in Section 2 (ra) read with item No. 10 of the Vth Schedule of the Industrial Disputes Act, 1947.

8. That it is against the intention of the legislation as contained in Section 4 of the Equal Remuneration Act, 1976.

9. That it is also against the spirit and intention of legislation as contained in Contract Labour (Regulation & Abolition) Act, 1970 and Rule 25 (v) (a) of the CLRA(C) Rules, 1971.

10. That the workman aforesaid has been meted out with hostile discrimination as his colleagues and juniors to him, namely S/Shri Hari Chand, Mange Ram and Jai Ram, have been regularized in service and while the workman aforesaid has been completely neglected in the matter of regularization.

That a demand notice was served upon the Engineer-in-Chief of the CPWD department by registered A/D post vide communication dated February 1, 1996 duly received in his office, but no reply was received and it was presumed that the demand has been rejected. Thereafter, the dispute was raised by filing a statement of claim before the Conciliation Officer (Central), New Delhi. The Conciliation proceedings were initiated by the conciliation officer but resulted in failure because of the adamant and non-co-operative attitude of the management. Hence this reference.

It is, therefore, prayed that an Award be made in favour of the workman holding thereby that the action of the management in not regularizing the services of Shri Mahender Singh on the post of Khalasi w.e.f. 11-12-1991 in proper pay scale and allowances and with all consequential benefits thereof and denying difference of salary on the principle of "Equal pay for equal work" w.e.f. 11-12-1991 onward is not justified. The workman Shri Mahender Singh be held entitled to be regularized on the post of Khalasi w.e.f. 11-12-1991 in proper pay scale and

allowances and be held entitled to be paid difference of salary w.e.f. 11-12-1992 on the principles of equal pay for equal work. The cost of litigation as provided in Section 11(7) of the ID Act, 1947 may also be awarded to the workman.

The management has filed written statement. In the written statement it has been respectfully submitted that there is absolutely no substance of merit in the purported claim statement filed against the management. The claim statement as filed against is patently fictitious, frivolous and untenable and as such liable to be dismissed.

At no point of time was the petitioner ever employed by the management. The relationship of employer and employee never existed between the parties. The purported claim statement filed against the management is therefore liable to be dismissed.

In terms of work order M/s. Mohinder Singh, were providing "Maintenance, services" to the management. For providing the maintenance service to the management M/s. Mohinder Singh had employed its own employee at the premises of the management. Such employees which also included Khalasi were the employees of M/s. Mohinder Singh. Apparently petitioner was also engaged by M/s. Mohinder Singh for the maintenance services of management awarded through the work order.

The petitioner was thus never employed by the management; he cannot, therefore, under law institute any proceedings against the CPWD management. The petitioner was an employee of M/s. Mohinder Singh which company was engaged in the business of providing services to other. The contract between the CPWD management and M/s. Mohinder Singh was that of principal to principal. M/s. Mohinder Singh alone had the power to hire and fire the petitioner. It was M/s. Mohinder Singh who paid the salaries to such employees including the petitioner and exercised supervision and control over them.

In view of the factual position thus stated above it becomes evident that the petitioner can have no cause of action whatever against the management. The petitioner having never been employed by the management, the petitioner cannot file any claim statement against the management. There cannot be deemed existing dispute much less any industrial dispute between the parties. The purported claim statement filed against the management of CPWD is absolutely false, bogus and devoid of any substances or merit whatever and as such, liable to be dismissed.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and he has stated that he was working in Electrical Department and he was treated as Daily rated/Casual/Muster Roll worker and was paid fixed wages which was revised from time to time.

It transpires from perusal of the order sheet that notice to the management was sent on 14-07-2004 but the management did not turn up. The workman applicant was directed to file affidavit. The management did not turn up for cross-examination of the workman. His cross examination was closed and the case was heard ex parte.

Heard argument from the side of the workman.

It was submitted that the workman was engaged as Khalasi w.e.f. 11-12-1991 and he worked in Electrical Department, Div. No. 9 and he has been paid monthly wages but the other benefits have not been given to him. He has not been regularized.

It has been stated in the written statement of the management, that the petitioner was never employed by the management. Employer-Employee relationship never existed. The workman discharged maintenance service as per work order to M/s. Mohinder Singh. M/s. Mohinder Singh has employed his own men for the service. The applicant was never employed by the management. The workman applicant has filed order of Government of India, Directorate General of Works, CPWD dated 18-08-1993. In this letter all the Chief Engineers have been directed that they should not engage on hand receipt or work order or any other basis defined in the existing Government instructions ensuring inter alia termination of the services of all such workers who have not completed 240 days of service in two consecutive years. It is the case of the management that the workman applicant was employed on work order basis. He was employed prior to the direction of the Central Government.

The applicant has filed certificate of Assistant Engineer, Division No. 4, Electrical Division. In this certificate the Assistant Engineer has certified that the workman has been working on work order basis as Electrical Khalasi w.e.f. April, 1994 to up-to-date. This certificate has been issued by the management. It is D-34. This certificate proves that the workman was engaged on work order basis. The workman has filed D-35 certificate. The photocopy of the certificate which indicates that he worked on work order from January, 1993 to December, 1994. He has filed photocopy of certificate which proves that he worked on work order basis from December, 1991 to December, 1992. These letters prove that the workman applicant has continuously worked from 1991 to 1994 on work order basis. This fact has been admitted by the management in the certificate issued by the management to the workman applicant.

It has been stated in the written statement that work order was given to M/s. Mohinder Singh. Mohinder Singh is a single workman. He is not a Registered Company so work order has been given to an individual and payments to him admittedly have been made by the management so it was the duty of the management to follow the

instructions of the Government of India, Directorate General of Works, CPWD dated 18-08-1993. The authorities have violated the direction of the Government of India and have continued him from 1991 to 1994 and further the workman on work order basis. The Government of India has issued letters dated 19-11-1985, 30-07-1991 and 18-08-1993 directing the Chief Engineers not to appoint any person on work order basis but all the Chief Engineers have flouted order of the Government of India and have appointed the workman on work order basis. The workman applicant has worked from 11-12-1991 and probably he is working at present as is disclosed in his affidavit so he has worked for six years on the same post of Khalasi in Electrical Department. The authorities have violated the instructions of the Government of India and have continued him on work order basis so the workman applicant is entitled to "Equal Pay for Equal Work". In 1990 ILLJ 320 SCC it has been held by the Hon'ble Supreme Court that equal payment should be made for equal work. The workman applicant has been discharging duty of Casual Khalasi so he is entitled to get the pay of a Class D Employee from 11-12-1991 to up-to-date.

It transpires from perusal of the record that the authorities have taken the services of the workman in violation of several directions of the Government of India. The respondent will make payment of arrears of the workman and they are at liberty to recover the same from the erring officials.

The reference is replied thus :

The action of the management of CPWD by not regularizing the services of Shri Mohinder Singh, Casual Khalasi working on work order and by denying wages on the principle of "Equal Pay for Equal Work" w.e.f. 11-12-1991 is not justified. The workman deserves to get pay and other benefits of Class-D employees w.e.f. 11-12-1991. The management/respondents are directed to make payment to the workman of all his arrears within one month from the publication of the award.

The Award is given accordingly.

Dated : 23-08-2005

R.N. RAI, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2005

का. आ. 3519—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ मालाबार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोझीकोडे, केरल स्टेट के पेचाट [संदर्भ संख्या आई डी (सी) 4/03] को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2005 को प्राप्त हुआ था।

[सं. एल-12012/180/2002-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 7th September, 2005

S.O. 3519.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [ID (C) No. 4/03] of the Labour Court, Kozhikode, Kerala state now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of North Malabar Gramin Bank and their workman, which was received by the Central Government on 6-9-2005.

[No. L-12012/180/2002-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHICODE, KERALA STATE

Dated this the 18th day of August, 2005

Present :

Shri K. Balasubramanian, B.Com. LL.B.,
Presiding Officer

I. D. (C) No. 4/03

Between :

The Chairman,
North Malabar Gramin Bank,
Head Office, Bank Road,
Kannur-670 001. ... Management

And

K. Gireeshan,
Gopal Nivas,
Padannakara (P.O.),
Pinarayi, Kannur,
Kerala. ... Workman

Representations :

Sri M. Asokan, Advocate,
Calicut. ... For Management

Sri E.K. Santhosh Kumar,
Advocate, Calicut. ... For Workman

AWARD

This reference was made by Government of India, Ministry of Labour as per Order No. L-12012/180/2002 [IR (B-1) dated 13-05-2003].

2. In pursuance of notice both parties appeared and filed their written statements. When the case came up for evidence, the worker remained absent and was set ex parte. There are also no materials to show that the worker involved in the dispute is a workman of the management as defined u/s. 2(S) of the Act. From the consecutive non-appearance I am also constrained to hold that the worker is not interested in prosecuting the reference.

3. In the result, an award is passed holding that the dispute under reference is ceased to exist.

Dictated to the Confidential Assistant, transcribed by her, revised, corrected and passed by me on the 18th day of August 2005.

K. BALASUBRAMANIAN, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2005

का. आ. 3520—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ मालाबार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, कोझिकोडे, केरल स्टेट के पंचाट [संदर्भ संख्या आई डी (सी) 5/03] को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-2005 को प्राप्त हुआ था।

[सं. एल-12012/181/2002-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th September, 2005

S.O. 3520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [ID (C) No. 5/03] of the Labour Court, Kozhikode, Kerala state now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of North Malabar Gramin Bank and their workman, which was received by the Central Government on 6-9-2005.

[No. L-12012/181/2002-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE LABOUR COURT, KOZHICODE, KERALA STATE

Dated this the 18th day of August, 2005

Present :

Shri K. Balasubramanian, B.Com. LL.B.,
Presiding Officer

I. D. (C) No. 5/03

Between :

The Chairman,
North Malabar Gramin Bank,
Head Office, Bank Road,
Kannur-670 001 ... Management

And

C. Sajeeshan,
S/o Raman,
Chelari House,
Chakkikulam (P.O.),
Kerala ... Workman

Representations :

Sri M. Asokan, Advocate,
Calicut

... For Management

Sri E.K. Santhosh Kumar,
Advocate, Calicut

... For Workman

AWARD

This reference was made by Government of India, Ministry of Labour as per Order No. L-12012/181/2002 [IR (B-1) dated 13-05-2003].

2. In pursuance of notice both parties appeared and filed their written statements. But when the case came up for evidence, the worker remained absent and was set ex parte. There are no *prima facie* materials to show that the worker involved in the dispute is a workman of the management as defined u/s. 2(S) of the Act. From the consecutive non-appearance I am also constrained to hold that the worker is not interested in prosecuting the reference.

3. In the result, an award is passed holding that the dispute under reference is ceased to exist.

Dictated to the Confidential Assistant, transcribed by her, revised, corrected and passed by me on the 18th day of August, 2005.

K. BALASUBRAMANIAN, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2005

का. आ. 3521—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पेट्रोलियम प्लाटून, ए. एस. सी., झाँसी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 89, 90/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-05 को प्राप्त हुआ था।

[सं. एल-14011/51/2000-आई आर (डी यू)]

[सं. एल-14011/52/2000-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 8th September, 2005

S.O. 3521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89, 90/2001) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Petroleum Platoon, ASC, Jhansi and their workman, which was received by the Central Government on 8-9-05.

[No. L-14011/51/2000-IR (DU)]

[No. L-14011/52/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
LUCKNOW**

Present :

Shrikant Shukla, Presiding Officer

I. D. 89/2001

Ref. No. L-14011/51/2000-IR(DU) dated 4-5-2001

Between :

1. Shri Jai Chand S/o Pyare Lal, R/o House No. 302, Nainagarh Taliya, Mohalla Nagra, Jhansi.
2. Prem Narain Kushwaha S/o Nandoo Kushwaha, R/o 150, Ritu Bihar Colony, Gwalior Road, Jhansi.
3. Toran Singh S/o Aparval Singh, R/o Village Thakurpura, Post Manpur, Jhansi.
4. Suresh S/o Bhagwan Das Srivas, R/o Behind Central School No. 1, Shastri Line, M. H. Colony, Jhansi Cantt., Jhansi.
5. Edgar S/o D. Suas, R/o Sita Rajak, CO, Room No. 1252, Khatri Baha Nagar, Jhansi.
6. Rajendra Kumar S/o Chunni Lal, R/o Cantt. Buchari, Cantt. Quarter, Jhansi.
7. Hukam Chand S/o Kashi Ram, R/o House No. 575, Kalimai Talpura, Jhansi.
8. Kunwar Pal S/o Sri Narain Das, R/o Kalimai Talpura, Jhansi.
9. Phool Chand S/o Lalta Prasad, R/o 520, Kalimai Talpura, Jhansi.
10. Ganesh S/o Kishwan Lal, R/o Infront of Central Bank, Moh. Toria, Katerca Campus, Hasari, Jhansi.
11. Roop Singh S/o Asha Ram Parihar R/o Thakurpura, Post Manpur, Jhansi.
12. Sri Kishan S/o Jagdish Prasad Srivas, R/o Village & Post Baragaon. Mohalla Pancham Para, Jhansi.
13. Santosh Kumar S/o Munna Lal, R/o 645, Nai Basti, Jhansi.
14. Kewal Ram S/o Kishan Lal Kateria, In front of Central Bank Toria Mohalla, Kateria Campus, Hasari, Jhansi.
15. Ravi Kumar S/o Ganpat, R/o 448, Chik Mohalla Sadar Bazar, Jhansi.

16. Raj Kumar S/o Hari Prasad R/o 232, Saiyar Gate Ke Picchey, Jhansi.
17. Shankar Lal S/o Anokhe Lal C/o Rajendra Kumar Diwakar, 605/1 G, Nagaria Colony, Kushi Pura, Jhansi.

AND

1. Officer Commanding, 192, Petroleum Platoon, ASC Jhansi Cantt., Jhansi.

I. D. No. 90/2001

Ref. No. L-14011/52/2000-IR(DU) dated 4-5-2001

BETWEEN:

1. Shri Puran Lal Kushwaha S/o Sri Bhagwan Das R/o H. No. 312, Daria Pura, Dilwari Bagh Near Jaihind Carriage, Shivaji Nagar, Jhansi.
2. Munna Lal S/o Shri Kashi Ram Parihar R/o Village Meri, Near Medical College, Jhansi.
3. Shaikat Khan S/o Sri Sandeep Khan, R/o Bunglow No. 75, Kewlari Road, Jhansi Cantt., Jhansi.
4. Shanker S/o Sh. Pitha Ram, R/o Babina Block, Behind Hospital, Babina, Jhansi.
5. Sunil Kumar S/o Sh. Panna Lal Kumharwale alias Lalla R/o Bari Matan Ka Purwa, Bye Pass Marg, Niwari, Teekamgarh, M. P.
6. Mahesh S/o Radhey Shyam Vanshkar R/o Parasari, Datia, M. P.
7. Nathu Ram S/o Bhaggi Ram R/o Tahakurpura, Post Manpur, Jhansi.
8. Shakti Lal S/o Vidya Nath R/o Village Meri, Near Medical College, Jhansi.

AND

1. Officer Commanding, 192, Petroleum Platoon, ASC Jhansi Cantt., Jhansi.

AWARD

Government of India, Ministry of Labour, Shram Shakti Bhawan, Rafi Marg, New Delhi has referred 2 disputes vide orders as follows :

1. L-14011/51/2000-IR (DU) dated 4-5-2001 & Corrigendum No. L-14011/51/2000-IR (DU) dated 6-11-2001;

SCHEDULE

"Whether the action of the management of Petroleum Platoon, ASC, Jhansi, in non-regularising the services of S/Sri Prem Narain, Jaichand, Toran Singh, Suresh Edgar, Rajendra Kumar, Hukum Chand,

Kunwar Pal, Phool Chand, Ganesh, Roop Singh, Sri Kishan, Santosh Kumar, Kewal Ram, Ravi Kumar, Raj Kumar, Sankar Lal in their establishment since 1990 onward is justified ? If not, to what relief they are entitled ?"

2. Order No. L-14011/52/2000-IR(DU) dated 4-5-2001 & Corrigendum No. L-14011/52/2000-IR(DU) dated 9-11-2001.

SCHEDULE

"Whether the action of the management in non-regularising the services of Shri Munna Lal, Sh. Saukat Khan, Sh. Sankar, Sh. Sunil Kumar, Sh. Mahesh, Sh. Nathu Ram, Sh. Shakti Lal, Sh. Puran Lal Kushwaha in their establishment since 1990 onward is justified ? If not, to what relief they are entitled ?"

The former reference order is registered as I. D. case No. 89/2001 and later is registered as I. D. case No. 90/2001. In both the cases the opposite party, common question of law, facts and issue is the same, therefore both the cases are disposed by the common award.

Worker's case is that all the workers named above were registered in Employment Exchange, Jhansi and they were appointed in the establishment of opposite party, 192, Petroleum Platoon, ASC, Jhansi between October, 1989 to December, 1995, in various months against permanent post and were still working and getting Rs. 47 to Rs. 74 per day and were also getting bonus annually during the year 1999, 2000 and 2001. The establishment of opposite party is conducted and managed by the Central Government and hence Central Government is adequate and proper government for regularisation under the provisions of Industrial Disputes Act. All workers are industrial workers and are covered under section 2(s) of Industrial Disputes Act, 1947 and they come under the purview and definition of the industrial workers and are not covered under the provisions of Army Act. Workers have continuously worked for years. Work is of regular and continuous nature, hence it is essential that all the workers may be made permanent in their services for enabling them to get all the due benefits which are being given to regular and permanent workers. Workers have alleged that proper funds and posts are available for the work performed by them. It is also alleged that all the workers are physically and mentally fit for the job, which they have been performing for the last so many years. The management and the govt. agencies in particular should not allow workers to remain as casual labourers or temporary employees for unnecessary long period of times. Workers have requested verbally many times for their regularisation and be made permanent in service, but the opposite party did not heed to their request, hence they had given written applications to this effect on 17-4-99. The opposite party Platoon being a permanent establishment cannot be

shifted. It is located and has been functioning since last 4-5 decades and was never shifted to operational or filed areas even during war time. The Platoon establishment is engaged in the job of receiving, storage, distribution of petroleum products to different depot in the country. The workers are engaged in commercial activities which are permanent nature and by no stretch of imagination, it can be of casual nature. ASC units satisfy all ingredient of an industry and this unit is a commercial venture like any other corporation or industry. This is the mother depot for handling petroleum products. Huge quantity of petroleum material, diesel, kerosene oil and chemical etc. are received through wagons and trucks which are unloaded, stored and later on supplied to large number of small defence depot in UP, MP, Rajasthan area through rail/road transshipment and unloading the containers into railway wagons and trucks, washing repairing and painting of barrels is also done as and when needed, besides store handling. These are industrial activities and such workers are covered under industrial status. The workers are unable to get any other employment or job due to their being overage and they will be unable to meet their day to day family responsibilities by earning bread on daily wage basis. In view of their long services, it will be perfectly justified to regularise their services and be made permanent otherwise they shall suffer irreparable loss and injury which cannot be compensated in any other manner whatsoever. Workers have therefore prayed that their services be regularised w.e.f. 17-4-99 and also their services be made permanent. Workers have also prayed for compensation for physical, mental and economic harassment caused to them by non-regularisation of their services together with cost.

The opposite party had field point-wise reply to the statement of claim filed by the workers. There is no specific denial to the statement of the workers that the workers were not registered in the Employment Exchange prior to their engagement with the opposite party. There is also no denial to that the workers were appointed in the establishment of 192, Petroleum Platoon, ASC, Jhansi between October, 1989 to December 1995 and they are still working. Payment of wages, bonus etc. is also not denied. Plea taken by the opposite party is as follows :

1. Workers were not engaged against permanent post.
2. Appointment of workers remain casual as Jhansi is not a permanent location.
3. Platoon is subject to disbandment/closure and it can be moved on temporary duty to any operational/field area. As on date the unit has been mobilised to operational area.
4. 192, Petroleum Platoon is engaged in the activities connected with defence and is part

and parcel of the sovereign functions of the state.

5. Workers are not industrial workers.

Workers have filed true copy of the statement of casual labours of 192, Petroleum Platoon, ASC, Jhansi showing following details for period upto 31 December, 1996:

S. No.	Employment Card No.	Name	Period	Rate per day	Total present days
1	1498/89	Prem Narayan	1-11-88—31-12-96	Rs. 47	1702
2	2667/97	Shaukat Khan	23-10-89—31-12-96	Rs. 47	1634
3	894/96	Jai Chand	26-11-89—31-12-96	Rs. 47	1795
4	6170/95	Taran Singh	2-7-90—31-12-96	Rs. 47	1522
5	2677/97	Angur	11-2-91—31-12-96	Rs. 47	1291
6	2139/91	Suresh	7-10-91—31-12-96	Rs. 47	1360
7	3271/90	Pooran	1-10-92—31-12-96	Rs. 47	1014
8	2358/93	Raj Kumar	1-10-93—31-12-96	Rs. 47	713
9	1956/96	Kunwar Pal	12-10-93—31-12-96	Rs. 47	713
10	1651/94	Biju T. E.	20-12-93—31-12-96	Rs. 47	799
11	1338/95	Phool Chand	5-5-94—31-12-96	Rs. 47	722
12	2665/96	Munna Lal	5-5-94—31-12-96	Rs. 47	542
13	252/92	Hakum Chand	23-5-94—31-12-96	Rs. 47	666
14	1227/95	Ganes	2-10-94—31-12-96	Rs. 47	644
15	2670/96	Nathu Ram	12-10-94—31-12-96	Rs. 47	606
16	6170/95	Roop Narain	13-9-94—31-12-96	Rs. 47	535
17	203/94	Shankar Lal	22-11-94—31-12-96	Rs. 47	551
18	2682/96	Ravi Kumar	12-12-94—31-12-96	Rs. 47	545
19	2654/96	Ashok	13-12-94—31-12-96	Rs. 47	361
20	2900/93	Shri Kishan	11-2-95—31-12-96	Rs. 47	461
21	474/93	Rajendra Kumar	1-3-95—31-12-96	Rs. 47	484
22	2668/96	Shakti Lal	1-10-95—31-12-96	Rs. 47	209
23	462/95	Santosh Kumar	1-10-95—31-12-96	Rs. 47	322
24	04/97	Shanker Lal	2-10-95—31-12-96	Rs. 47	257
25	2687/96	Sunil Kumar	14-10-95—31-12-96	Rs. 47	288
26	2674/96	Kewal Ram	1-4-96—31-12-96	Rs. 47	169
27	2673/96	Mahesh	6-4-96—31-12-96	Rs. 47	164
28	2677/96	Sada Ram	9-12-96—31-12-96	Rs. 47	19

Total wages per month is shown as 24 days × 47 days.

Workers have filed following photostat copies of documents :

1. Govt. of India office memorandum (Ministry of Defence) regarding non-production linked Bonus dated 28 Sept. 2000 for accounting year 1999-2000.
2. Govt. of India office memorandum (Ministry of Defence) regarding non-production linked Bonus dated 16-10-2001 accounting year 2000-2001.

3. Copy of the application of workers addressed to ALC(C), Kanpur.
 4. Copy of objection of OP dated 26-3-2000.
 5. Copy of report of ALC(C), Kanpur dated 24-11-2000.
 6. Copy of application of the workers addressed to OC, 192, Pet. Platoon, Jhansi received by the office of OC on 8-6-2001.
 7. Copy of letter addressed to the employment exchange, Jhansi dtd. 28-12-96 regarding casual labours by OC, 192, Petroleum Platoon, Jhansi.
 8. Copy of Govt. of India, Ministry of Defence letter No. 2(17)/10805/D(Civ.) dtd. 10-9-53 regarding condition of service of workman in casual capacity.
 9. Temporary passes to the casual labourers.
 10. Extract of The First Schedule [See Sec. 2(n)(vi)] of Industrial Disputes Act, 1947, wherein Defence Establishment is shown in the list of Industries which may be declared to be public utility service.
 11. Copy of letter DOPT, OM No. 49014/2/86-Est. dtd. 7-6-1988 regarding recruitment of casual workers and persons on daily wages (review policy).
 12. Govt. of India, Ministry of Personnel, PG & Pensions No. 51016/2/90-Est. (C) dtd. 10-9-1993 regarding grant of temporary status and regularisation of casual workers.
 13. Copy of Adjutant General Sena Mukhyalaya, New Delhi CPRO 1/98 regarding employment of casual labour policy guidelines.
 14. Copy of Adjutant General Sena Mukhyalaya, New Delhi CPR 02/98, Govt. of India, Ministry of Defence addressed to 3 Chiefs of Army, Navy and Air Force.
 15. Copy of memorandum of settlement between the management of Military Form and their workman File No. D8(1)95-ALC.
 16. Extract of Swami's Hand Book for Central Govt. servant regarding casual labours who have completed two years continuous services.
- Workers have filed following affidavits :
1. Affidavit of worker, Jai Chand paper No. 6.
 2. Affidavit of worker, Prem Narain Kushwaha paper No. 7.
 3. Affidavit of worker, Turan Singh paper No. 8.
 4. Affidavit of worker, Suresh paper No. 9.
 5. Affidavit of worker, Edgar paper No. 10.
 6. Affidavit of worker, Rajendra Kumar paper No. 11.
 7. Affidavit of worker, Hukum Chand paper No. 12.
 8. Affidavit of worker, Kunwar Pal paper No. 13.
 9. Affidavit of worker, Phool Chand paper No. 14.
 10. Affidavit of worker, Ganesh Prasad paper No. 15.
 11. Affidavit of worker, Roop Singh paper No. 16.
 12. Affidavit of worker, Shri Kishan paper No. 17.
 13. Affidavit of worker, Santosh Kumar paper No. 18.
 14. Affidavit of worker, Kewal Nand paper No. 19.
 15. Affidavit of worker, Ravi Kumar paper No. 20.
 16. Affidavit of worker, Raj Kumar paper No. 21.
 17. Affidavit of worker, Shankar Lal paper No. 22.
 18. Affidavit of worker, Pooran Lal paper No. 6.
 19. Affidavit of worker, Munna Lal paper No. 7.
 20. Affidavit of worker, Shaukat Khan paper No. 8.
 21. Affidavit of worker, Shanker paper No. 9.
 22. Affidavit of worker, Sunil Kumar paper No. 10.
 23. Affidavit of worker, Mahesh paper No. 11.
 24. Affidavit of worker, Nathu Ram paper No. 12.
 25. Affidavit of worker, Shakti Lal paper No. 14.
- The opposite party has filed affidavits of following persons :
1. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Jai Chand, paper No. 26.
 2. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Prem Narain Kushwaha, paper No. 27.
 3. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Turan Singh paper No. 28.
 4. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Suresh, paper No. 29.
 5. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Edgar, paper No. 30.

6. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Rajendra Kumar, paper No. 31.
7. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Hukum Chand, paper No. 32.
8. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Kunwar Pal, paper No. 33.
9. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Phool Chand, paper No. 34.
10. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Ganesh Prasad, paper No. 35.
11. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Roop Singh, paper No. 36.
12. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Sri Kishan, paper No. 37.
13. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Ravi Kumar, paper No. 38.
14. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Santosh Kumar, paper No. 39.
15. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Kewal Ram, paper No. 40.
16. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Raj Kumar, paper No. 41.
17. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Kameshwar Prasad, paper No. 42.
18. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Pooran Lal, paper No. 17.
19. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Shaukat Khan, paper No. 18.
20. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Shankar, paper No. 19.
21. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Sunil Kumar, paper No. 20.
22. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Mahesh, paper No. 21.
23. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Nathu Ram, paper No. 22.
24. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Shakti Lal, paper No. 23.
25. Affidavit of Sh. A. Prasad, Sepoy of 192, Petroleum Platoon in reply to the affidavit of Munna Lal, paper No. 24.
26. Captain Avinash Acharya, Officer Commanding has also filed affidavits in reply to the affidavits of Jai Chand, Prem Narain Kushwaha, Turan Singh, Suresh, Edgar, Rajendra Kumar, Hukum Chand, Kunwar Pal, Ganesh Prasad, Phool Chand, Sri Kishan, Ram Kumar, Santosh Kumar, Kewal Ram, Raj Kumar, Shankar Lal (Paper No. A2-80 to A2-96) in I. D. Case No. 89/2001.
27. Captain Avinash Acharya has also filed affidavit in reply to affidavit of Puran Lal, Shaukat Khan, Munni Lal, Shakti Lal, Nathu Ram, Mahesh, Sunil Kumar, Shanker (in I. D. case No. 90/2001 paper No. A2-51 to A2-51/32.

Workers, Jaichand, Prem Narain, Turan Singh, Suresh, Rajendra Kumar, Hukum Chand, Phool Chand, Roop Singh, Sri Kishan, Santosh Kumar, Kewal Ram, Ravi Kumar, Raj Kumar, Shankar Lal have been cross-examined. Similarly, workers Pooran Lal, Munna Lal, Sunil Kumar, Mahesh, Nathu Ram have been cross-examined.

Shakti Lal, Shaukat, Shanker, Kunwar Lal, Ganesh, Edgar have also been cross-examined. Sepoy A. Prasad has not been cross-examined however, Sh. Avinash Acharya has been cross-examined.

Heard oral arguments of parties and also carefully gone through written submission of parties and also perused evidence and documents on records of both the files.

Capt. Avinash Acharya has stated that Platoon No. 192, Petroleum Platoon of FOL means Fuel, Oil, and Lubricants. It is also admitted fact that it transacts fuel, oil and lubricants. He has stated that the casual labours are deployed for intermittent seasonal work to meet the exigencies of work. It is also stated by him that the unit is subject to movement at any time. He has also stated in the cross-examination that there are no provision for having permanent labours in war establishments, as wherever the establishment goes it deploys casual labour from the local area. Regarding payments to casual labours, he has stated that the same is disbursed from contingency account. Capt. Avinash Acharya has not denied the payment of

bonus to the casual labours, instead he has replied that casual labours might have been paid bonus according to the Government and Unit's orders.

It is not disputed that 192, Platoon is under Ministry of Defence and casual labours are being deployed after character verification and for this reason the hiring of the casual labour is done through employment exchange only.

The argument on behalf of the opposite parties that 192, Petroleum Platoon, ASC, Jhansi is engaged in totally defence activities and all such activities are part and parcel of sovereign functions of state and no activity of industrial nature is carried on. The workers are therefore not governed under the Industrial Disputes Act, 1947 as the unit is not doing any activity of industrial nature, profit making of commercial activity. The Government orders filed by the workmen are not applicable to the instant matter because :

1. the 192, Petroleum Platoon, ASC, Jhansi is functioning as war establishment;
2. the said unit is not allowed any civilian post/casual labour;
3. the said unit is subject to movement.

It is also argued that dispute is not covered under Industrial Disputes Act and hence reference is bad in law.

The first question to be decided is as to whether the workers are not covered under Industrial Disputes Act, 1947 and whether the reference is bad in law ?

Capt. Avinash Acharya has not clearly explained the work of unit in detail. He has simply stated that casual labours are deployed in loading and unloading of the drums and cleaning of depot but it is clear that 192, Platoon is a depot, which handles the store of petroleum products such as, fuel, oil and lubricants. It is admitted fact that it is engaged in the transaction of above materials. Its duty is not only to store the said material, but its duty is also make necessary provisions. From the evidence on the record following activities of the platoon are made out :

1. Provisioning.
2. Receipt of stores (FOL) (unloading).
3. Despatch of stores (FOL) (loading).
4. Storage of FOL in depot.
5. Cleaning of depot, drums etc. (Maintenance of FOL stores).

Naturally for the above work the services of labours are a must. This cannot be said that 192, Platoon can work without the services of labour. Such labours in the fauji language is known as lashkar who carry out the manual labour under the supervision of the skilled supervisors (in uniform or without uniform).

On the other hand the workers representative has argued that all functions of the workmen are defined under Section 2(a) of the Industrial Disputes Act. To further narrate the details and explanation have been mentioned in the judgment passed by full bench of the Hon'ble Supreme Court in case of Bangalore Water Supply and Sewerage Board Vs. A. Rajappa reported in AIR 1978 SC 548, in which it was held there are three ingredients of industries :

1. Systematic activity.
2. Organised by co-operation by employer and employee.
3. For the production and distribution of goods and services calculated to human wants and wishes.

The worker's representative has gone to argue that Army Supply Core (ASC) is the mother depot for handling petroleum products. The quantity of petrol, mobil oil, diesel, kerosene oil, grease, Chemicals etc. are received through railway wagons and trucks which are unloaded and stored here and later on, supplied to a large number of small defence depots in various States through rail/road by transshipment and unloading the containers into railway wagons and trucks, washing, repairing and painting of barrels are done here, besides tore handling. These industrial activities are performed by the workman. The sovereign functions strictly be understood is alone entitled for exemption, not the welfare activity, economic activity undertaken by the government or statutory bodies even discharging sovereign function, if there are units which are industry and they are substantially severable then they can be considered to come within Section 2(j) of the Industrial Disputes Act, 1947.

The argument of the representative of the worker finds support from the rejoinder of Puran Lal (Paper No. 4 para 6 & 7) placed in file No. I. D. No. 90/2001 and rejoinder affidavit of Jai Chand, paper Nos 4, para 6 & 7 of the file I. D. case No. 89/2001.

The workers have also filed the photostat copy of Govt. of India, Ministry of Defence letter No. 2(17)51/10805/D(Civ) dtd. 10 Sept. 53 regarding condition of service of workman employed in casual capacity, which reads as under :

"With reference to this Ministry's memorandum No. 2(237)/D-11/8191/49 dtd. the 15th July, 1949, it has been represented that besides the casual employees paid from contingencies, referred to therein, it also becomes frequently necessary to recruit casual personnel to be paid on regular monthly scale of pay from regular pay or works head of account for specific jobs/periods e.g. as substitutes of for a temporarily increased workload. It has,

therefore, been decided that the employment of such casual personnel may be resorted to, where necessary, subject to following conditions :

- (i) This category will be designated as 'casual industrial employees'.
- (ii) Men will be recruited in this category when it is clearly anticipated that they are likely to be required for more than six months.
- (iii) It should be clearly stipulated in their terms of appointment that their services will be liable to termination at any time without notice during the first six months.
- (iv) During the period of their employment not exceeding six months these men will be governed by the following conditions :
 - (a) They will be paid the same monthly rates of pay as are prescribed for corresponding category regular industrial employee and their pay will be met from regular pay or works heads of accounts.
 - (b) Leave and holidays will be admissible as for other regular industrial employer.
- (v) If for any reason, the appointment is to continue beyond six months, the individual will not be discharged and re-employed from the same date. Instead, he will be allowed to continue in service without any break and will be treated as a regular industrial employee from the date of his original appointment as casual industrial employee. This change of category from casual to regular will be declared even before the expiry of six months as soon as it is definitely known that the individual will continue in service beyond six months."

However, the seasonal worker i.e. employees engaged for hot weather services, such as Punkha Labourers, Khaskhas Water Labourers, rainy season grass cutters, snow clearing labourers in high altitude etc. will not be converted into regular employee as per Ministry of Defence Letter No. 3(3)/65/1828/D(Civil) dated 26-9-1966.

Workmen have filed copy of Ministry of Defence Letter No. 28(43)60-D(Appts)/8820/D(Civil) dated 21 August, 1971. The said letter is addressed to the Chief of Army Staff, the Chief of Naval Staff. This letter reads as under :

"Subject : Terms and conditions of the services of casual Industrial and Non-industrial Employees.

Sir,

I am directed to state that the President is pleased to decide that for purposes of determining the maximum

age limit of casual employees at the time of their absorption in regular establishment, age, the period spent by them as casual employee immediately preceding their appointment to the regular establishment. I am further to add that if necessary, even broken periods of past casual service should be taken into account for their purpose provided that one of stretches of such service is of more than six months.

2. This letter is issued with the concurrence of the Ministry of Finance (Defence) under their UO No. 3843/PB of 1971.

[Based on Ministry of Home Affairs OM No. 4/9/61 Est 'D' dated 9-8-61 & OM No. 4/9/61 Estt. (D) dated 10-9-61.]

Swamy's complete manual on Establishment & Administration dealing with casual labour (extract) has been filed by the worker. Relevant extracts are reproduced below :

"1. Guidelines for recruitment of casual labour :

- (i) Not to be recruited for work of regular nature, but only for work of casual or seasonal or intermittent nature or not of full-time nature, for which regular posts cannot be created.
- (ii) Review should be made to see whether the work presently done by casual labour could be entrusted to regular staff and action should be taken for revision of norms or for creation of additional posts.
- (iii) Where work of more than one type is to be performed throughout the year, a multifunctional post may be created with the concurrence of Ministry of Finance."

2. Daily Wages : If the nature of the casual workers and regular employees is the same, casual workers should be paid at 1/30th of pay at the minimum of pay scale of the regular post plus D. A. (No CCA/HRA will be taken into account).

If the nature of work is different, minimum wage as notified by the State Government/UT as per the Minimum Wages Act, 1948, is payable.

3. Weekly off : One paid weekly off after six days of continuous work.

4. National Holiday : Daily wage is admissible for a National Holiday falling on a working day for them.

5. No payment for other days of absence : Except on weekly off days and a National Holiday, no payment is admissible when duty is not performed.

6. Appointment in Group 'D' posts : Casual labourers not registered with Employment Exchange should not be

appointed in regular posts. Those appointed through Employment Exchange and possessing minimum 2 years' continuous service as casual labour in the office/establishment are eligible for appointment to regular post without further reference to Employment Exchange. Those recruited directly without reference to Employment Exchange should register and then put in 2 years' service for becoming eligible for regular appointment if nominated by Employment Exchange.

7. Two years' continuous service.—The benefit referred to in previous para will be available if the casual labourer has put in at least 240 days of service (206 days in the case of offices observing 5-day week) including broken periods of service during each of the two years' service.

8. Ban on engagement of casual workers for duties of Group C.—There is complete ban on engagement of casual workers for duties of Group 'C' posts.

9. Scheme for grant of temporary status and regularization of casual workers :—

(i) Applicability.—The scheme brought into force from 1-9-1993 for grant of temporary status is applicable to casual labourers in employment on 1-9-1993 in Ministries/Department of the Government of India, but not applicable to casual workers in Railways, Departments of Telecommunication/Posts who already have their own Schemes.

(ii) Temporary Status.—Temporary status is conferred on all casual labourers in employment on 1-9-1993 and in continuous service of at least one year. This means that they must have been engaged continuously for at least 240 days (206 days in the case of offices observing 5 day-week) before 1-9-1993. No change in duties.

(iii) Benefits under the Scheme :—

(1) Wages will be at daily rates with reference to the minimum of pay scale for regular Group 'D' plus DA, HRA and CCA. From 1-8-1997 Transport Allowance of Rs. 100 for 'A-I/A' cities and Rs. 75 for other places should also be taken into account. Expenditure is debitable to sub-head 'wages'.

(2) Benefit of increment after one year service subject to performance of duty for 240/206 days from 1-9-1993 onwards is available for calculation of daily wages. But there will be no arrears for the period prior to 1-9-1993. There will be no change in payment procedure since they continue to be casual labourers.

(3) Leave entitlement will be at one day for every 10 days of work (weekly off and other non-working days excluded). Credit of leave may be carried forward on regularisation.

(4) Maternity leave to lady workers and paternity leave to male workers will be as admissible for regular Group 'D' staff.

(5) Leave encashment is not admissible.

(6) Service up to 50% rendered under Temporary Status is reckonable for pensionary benefits.

(7) After three years' continuous service under Temporary Status, the personnel will be treated at par with temporary Group 'D' employees for contribution to GPF, grant of Festival Advance and Flood Advance.

(8) Productivity-linked Bonus/Ad-hoc Bonus is admissible only at the rates for casual labourers until regularization as of Temporary Status.

(9) Leave is credited on 1st January and 1st July each year with reference to the duty performed in the previous half-year. (Matter regarding carry-over of credit is under consideration).

No benefit other than the above is admissible under this Scheme. Other benefits available to casual workers in industrial establishments will however, continue.

(iv) Termination.—Services of a casual labourer with Temporary Status may be dispensed with by one month's notice. Similarly, a casual labourer can quit after a month's notice. Wages for the notice period will be only for the days worked.

(v) Procedure for filling up of Group 'D' posts.—Two of every three vacancies in Group 'D' cadre in offices where casual labour is engaged will be filled from casual workers in temporary status, under the conditions prescribed in the Recruitment Rules as per instructions issued by PoP & T. However, Group 'D' employees rendered surplus will have prior claim for absorption against existing/future vacancies. In case of illiterate casual labourers or those not fulfilling the minimum qualification prescribed for the post, regularization will be considered only against those posts for which literacy or minimum qualification will not be a requisite qualification. Age relaxation is permissible to the extent of the continuous service as casual labour.

- (vi) No substitute in place of a regularised casual worker.—On regularization of casual worker with temporary status, no substitute to be appointed as he was not holding any regular post. (In other words, the regularization does not create a vacancy in the casual labour quota).
- (vii) Service Book.—Though not prescribed, Service Book may be maintained for a Temporary Status casual worker to facilitate recording particulars at one place.

Workman have also referred following letters of the Army Head Quarters, New Delhi.

- (i) No. 15226/org 4(iv)(a) dated 24-4-98.

From the Government order referred above there is no doubt that even army establishment recruits industrial as well as non-industrial casual labours. Ministry of Defence letter dated 10 September, 1953 has categorically termed such casual labour as Industrial casual labours. The letter does not specify that the same is applicable to a particular establishment. From the evidence on record the 192 Petroleum Platoon is a stores, which makes provision for fuel oil lubricant procures from different suppliers, stores it and then supplies it to different defence establishment for the smooth safe handling and stores it employs casual labours. It may be taken notice if that the army has huge fleet of vehicles, machines, armoured cars, tanks etc. which needs fuel, lubricating oil, Mobil oil etc. All defence establishments may not procure these items and therefore for conveniences, economy etc. army has created such establishment to meet the needs of all defence establishment. The such large POL stores is named as 192 Petroleum Platoon which is manned by army personnels as well as civilian casual labours. According to Ministry of Defence letter of 10 Sept., 53 they are called as industrial casual labour. This particular platoon is not a combat platoon which has to participate in case of war. There is no document on record to show that 192 Petroleum Platoon is a war establishment. It is also not same thing new that all the units of army are subject to movement from one place to other. It is also not new that the army personnel may be ordered to move front line whenever they are required or exigency demands. Keeping all above facts in mind the 192 Petroleum Platoon remains a stores like any other POL stores of IOC, ONGC, Hindustan Petroleum, Hindustan Aeronautics etc. The only distinguishing feature is that 192 Petroleum Platoon is headed by an Army Captain who is called the officer commanding where is the head of the stores of IOC, ONGC, HAL etc. could be called as stores/provisioning managers stores of Government Undertaking is supervised by civilian officers, clerk etc., whereas the army stores are supervised by the NCOs, but in both cases the goods are to be handled by the Industrial Labours. Keeping the above facts in mind the present case is to be analysed.

Such a case as this was brought before the Hon'ble Calcutta High Court by way of Writ Petition Union of India V. Central Govt. Industrial Tribunal & Others which was decided on 30-9-1985 and is reported in 1986 Lab IC 1269. The facts of the case was that the Engineers Depot, Panngarh was defence establishment under the Ministry of Defence. The functions of the aforesaid ESD related primarily to the holding and handling of stores required for defence purposes. The three DME concerned were rendered surplus in the establishment. By the special army order the concerned DME were rendered surplus. Subsequently concerned DMEs were given one month's notice, being temporarily employees for termination of their services by reason of non accepting of lower rank. The termination of services of the concerned DMEs were not accepted and hence the reference before the Central Industrial Tribunal, Calcutta.

In the above said case the counsel appearing for the petitioner argued that legal sovereign activity cannot be termed as industry. Paras 6 and 9 of the said judgment are reproduced as under :

"6. Section 2(j) defined 'industry' and means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft or industrial occupation or avocation of workmen. The definition itself suggests for an activity to be termed as an industry, the employer must be engaged in a business, trade, undertaking, or manufacture. The definition thus is of very wide import and it is necessary to interpret the definition of 'industry' in a manner so as not to whittle down but to advance the object of the Act. The Industrial Disputes Act is a legislation intended to bring peace and harmony between the management and labour in an industry so that production in any way does not suffer and at the same time labour is to be exploited. It is now however well settled that the question as to whether a particular concern is an industry the approach must be broad and liberal and not rigid and doctrinaire. The Industrial Disputes Act is a social welfare legislation and the Courts while interpreting should take recourse to such an interpretation as would advance the object and purpose of the legislation and give full meaning and effect to it in the achievement of its social objective. The Court should adopt a pragmatic and not pedantic approach. This view finds support from the decision of the Supreme Court in the case of S. K. Verma V. Mahesh Chandra reported in (1983) 4 SCC 214 : (1983 Lab IC 1483).

9. The First Schedule to the Industrial Disputes Act lists some industries which may be declared to be public utility service under sub-clause (vi) of clause(n) of Sec. 2 and defence establishment has

been included in the said lists of industry which may be declared to be public utility service as in the aforesaid first schedule. The nature of the statement itself goes to show that the defence establishments are industries though of course the sovereign functions of the State have been expressly excluded. But in my view, such exclusion does not mean and imply that any and every function of the defence establishment would be beyond the pale of Industrial Disputes Act. The Tribunal as a matter of fact after examining the nature of the work done by the concerned employees and the functions of the ESD, Panagar came to the definite finding that the Industrial Disputes Act is attracted in the case of the concerned workmen. In my view, considering the evidence on record it cannot be termed to be a perverse finding nor there is any error of law capable of being rectified by a writ petition."

In landmark judgment of the Hon'ble Supreme Court Bangalore Water Supply v. A. Rajappa 1978 Supreme Court 548 it is held that even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can come within Section 2(j).

Army/defence is no doubt has sovereign functions, but there are units which are substantially severable, then they can be considered to be an industry, even if the activity of such unit is without any profit motive. Activity of 192, Petroleum Platoon is therefore, makes it clear, that the unit is engaged in the activity of provisioning, storing, receiving stores for suppliers and transporting these by rail, road etc. In an industry and the workman who handle the store, unload it, stock it and load it, lean the stores, barrels are nothing but industrial worker and as such government has rightly categorised these worker as industrial casual worker.

According to Cap. Avinash Acharya 192, Petroleum Platoon came into existence in the year 1993 and according to him it is a war unit; but this fact is not mentioned in point wise reply to the statement of claim. It is made out from the certificate issued by the Commanding Officer, 192, Platoon that worker Prem Narain, Shaukat Khan, Jai Chand, Turan Singh, Edgar, Suresh, Pooran Lal have been working since prior to 93. It is therefore false to say that 192, Platoon came into existence in 1993. The said certificate was forwarded by the Officer Commanding of 192 Petroleum Platoon to Employment Exchange vide letter No. 764/Ind/ST-12 (Cir) dated 28-12-96. Forwarding letter together with certificate is on record.

Jai Chand has stated in para 2 of his affidavit that he has been working as casual labour under Officer Commanding, 192, Petroleum Platoon since November, 89 till date on daily wage basis. He has also stated that during the year 1999-2000-2001 he was paid Rs. 1164 to Rs. 2500

as bonus and true copies of experience certificate have been filed as annexure 3, 3A, 3B have been filed with claim application. Jai Chand also stated that he worked on permanent post.

Shri Avinash Chandra Acharya Officer Commanding of 192, Petroleum Platoon has in reply to the said statement only this much has denied that Jai Chand worked on permanent post. Thus, admitted fact is that Jai Chand worked as casual labour since November, 1999 till date. Meaning thereby that he has been working for about 15 years as casual labour. According to certificate Annexure 3 to claim application the details show that since 26 November, 89 to 31 December, 96 Jai Chand worked for 1755 days. This shows that Jai Chand did work more than 240 days in a calendar year.

The worker Prem Narain Kushwaha has stated in para 2 of his affidavit that he has been working since the year Nov. 88 till date under Officer Commanding, 192, Petroleum Platoon on daily wages and he also got bonus Rs. 1184 to Rs. 2500 annually during 1999-2000, 2000-2001. He has also stated in the same para that true copies of experience certificate have been filed as Annexure No. 3, 3A & 3B to the claim application. He has also stated that he worked on permanent post. Sh. Avinash Acharya a Officer Commanding Officer of the 192, Petroleum Platoon in his reply has only denied in the affidavit that worker worked in permanent post. Thus it is proved that the worker Prem Narain Kushwaha has been working since 1 Nov., 88 till date as a casual worker. Certificate shows that the worker Prem Narain Kushwaha during the period 1-11-88 to 31 Dec., 96, one thousand seven hundred and two days.

Turan Singh the worker has stated in para 2 of his statement that he has been working as casual labour under Officer Commanding, 192, Petroleum Platoon since July, 90 till date and has received bonus in the year 1999-2000, 2000-2001. Suresh has proved through his affidavit that he has been working since October, 90 till date as casual labour on daily wages and has also received bonus in the said years. Edgar to through his affidavit has proved that he worked since February, 91 till date as casual labour. Rajendra Kumar has proved that he worked as casual labour since March, 95 till date. Hukum Chand has stated in para 2 of his affidavit that he has been working as casual labour since May, 91 till date. Kunwar Pal similarly has stated that he too has worked since October 93 till date as casual labour. Phool Chand has stated that he has worked as casual labour since May, 92 till date. Ganesh, Roop Singh, Shrikishan, Santosh Kumar, Kewal Ram, Ravi Kumar, Raj Kumar, Shanker Lal have also stated in their respective affidavits that they have been working since October, 94, Sept. 94, Feb 95, October 95, April 96, December 94, October 93, Nov 94, respectively till date. Commanding Officer of the 192 Petroleum Platoon has not denied that said facts. He has only stated that the workers did not work on permanent post.

Pooran Lal, Shaikat Khan, Munna Lal, Shakti Lal, Nathu Ram, Mahesh, Sunil Kumar, Shanker in their respective affidavits in para 2 have stated that they have worked as casual labour under Officer Commanding since October 92, October 89, May 94, October 95, October 94, April 96, October 95, October 95, Commanding Officer, Sh. Avinash Chandra in reply to the affidavits have not denied the said facts. Only allegation is that they were not worked on the permanent post.

In paras 7 and 8 of the statement of claim the workmen have alleged that all workmen have continuously worked for more than 240 days in a year and the work for which they have worked continuously for years, is of regular and of continuous nature. Hence it is essential that the workmen may be regularised and they may be made permanent in their services for enabling them to get all due benefits which are given to permanent workers. It is also alleged that the nature of work, its necessity shown that the work done by them are of continuous nature and not of temporary and short lived nature and proper funds posts were available for the work performed by them.

In reply to the above the Commanding Officer of 192 Petroleum Platoon has stated as follows :

"7. That the work on which the applicant was engaged of a casual nature, because the work is fluctuating depending on the receipts and despatches of stores. There are periods during which no receipt despatches takes place resulting on hiring of these labours.

8. That the work is of casual nature such as loading, unloading of products, barrels etc. received from private firms and Government department, which is

not of regular nature. No labour is required where there is no receipt/despaches."

Workers have stated in para 6 & 7 of affidavits as under :

"6. That the deponent has worked for more than 240 days in a year and the work for which they have worked continuously is of regular nature. Hence it is essential that they may be regularised and they may be made permanent in their services for enabling them to get all due service benefits which are being given to regular and permanent workers.

7. That the deponent further asserts that the nature of work, its necessity and continuity shows that the work done there is of continuous nature and not of temporary or short timed nature and proper funds and jobs are available for the work performed by them."

Commanding Officer, Sh. Avinash Chandra has in reply to the above have stated as follows :

Para 8. That the averments in para 6 & 7 are denied that the work taken from the applicant is of continuous nature. It has not been specifically denied that the workers have not worked for more than 240 days. The dispute is whether the workman worked on the work, which is of continuous nature. Officer Commanding's mere statement is not true since if the workers have worked for 240 days a years and for many years cannot be said to be the work of casual nature.

The management has filed the statements of attendance since the year 1991 to 2000 which shows the workmen wise details under :

	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99	99-2000
1. Prem Narain	235	093	024	257	283	274	278	282	281	241
2. Shaikat Khan	233	264	251	239	182	219	195	233	246	217
3. Jai Chand	255	284	279	267	093	275	284	283	282	255
4. Turan Singh	220	265	264	267	092	245	260	161	220	227
5. Edgar	039	282	261	244	143	127	259	249	250	242
6. Suresh		125	271	263	252	259	262	283	278	267
7. Pooran Lal			184	244	283	249	207	067	164	256
8. Raj Kumar				089	242	245	199	266	262	253
9. Kunwar Lal				118	214	232	218	252	260	259
10. Shankar				090	076	116	169	159	156	075
11. Hukum Chand					219	266	254	266	269	276
12. Phool Chand					162	276	266	255	193	203
13. Ganesh					172	274	258	265	267	271
14. Nathu Ram					150	171	205	257	225	194
15. Roop Singh					120	257	224	240	242	216

	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99	99-2000
16. Shankar Lal					096	271	253	268	278	277
17. Ravi Kumar					078	263	261	273	263	273
18. Shri Kishan					033	243	236	226	262	256
19. Rajendra					141	258	242	231	269	272
20. Munna Lal						271	208	242	239	224
21. Santosh						135	250	263	268	265
22. Sunil Kumar						111	231	241	244	250
23. Shakti Lal						69	190	216	175	177
24. Kewal Ram							223	257	273	272
25. Mahesh							225	184	243	190

According to the statement of the 192, Petroleum Platoon sent to Employment Exchange, Jhansi. The period and date of the work performed from 1st Nov 88 to 31 Dec 96 is as under :

1. Prem Naran	From 1, Nov 88 to 31 Dec 96	1702 days
2. Shaukat Khan	23 Oct 89 to 31 Dec 96	1634 days
3. Jai Chand	26 Nov 89 to 31 Dec 96	1795 days
4. Turan Singh	2-7-90 to 31 Dec 96	1522 days
5. Edgar	11-2-91 to 31 Dec 96	1291 days
6. Suresh	7-10-91 to 31 Dec 96	1360 days
7. Pooran Lal	1-10-92 to 31 Dec 96	1014 days
8. Raj Kumar	11 Oct 93 to 31 Dec 96	713 days
9. Kunwar Lal	12 Oct 93 to 31 Dec 96	713 days
10. Shankar	22-10-94 to 31 Dec 96	551 days
11. Hukum Chand	23 May 94 to 31 Dec 96	686 days
12. Phool Chand	5-5-94 to 31 Dec 96	722 days
13. Ganesh	2-10-94 to 31 Dec 96	644 days
14. Nathu Ram	12-10-94 to 31 Dec 96	606 days
15. Roop Singh	12-9-94 to 31 Dec 96	535 days
16. Shankar Lal	2-10-95 to 31 Dec 96	257 days
17. Ravi Kumar	12-12-94 to 31 Dec 96	545 days
18. Shri Kishan	11-2-95 to 31 Dec 96	461 days
19. Rajendra	1-9-95 to 31 Dec 96	484 days
20. Munna Lal	5-5-94 to 31 Dec 96	542 days
21. Santosh	1-10-95 to 31 Dec 96	209 days
22. Sunil Kumar	14-10-95 to 31 Dec 96	288 days
23. Shakti Lal	1-10-95 to 31 Dec 96	209 days
24. Kewal Ram	1-4-96 to 31 Dec 96	169 days
25. Mahesh	6-4-96 to 31 Dec 96	164 days

From above table following facts are proved :

1. 192 Petroleum Platoon engaged 1 casual worker in 1988.
2. 192 Petroleum Platoon engaged 3 casual workers in 1989.
3. 192 Petroleum Platoon engaged 4 casual workers in 1990.
4. 192 Petroleum Platoon engaged 6 casual workers in 1991.
5. 192 Petroleum Platoon engaged 7 casual workers in 1992.
6. 192 Petroleum Platoon engaged 9 casual workers in 1993.
7. 192 Petroleum Platoon engaged 16 casual workers in 1994.
8. 192 Petroleum Platoon engaged 23 casual workers in 1995.
9. 192 Petroleum Platoon engaged 25 casual workers in 1996.
10. 192 Petroleum Platoon engaged 25 casual workers in 1997.
11. 192 Petroleum Platoon engaged 25 casual workers in 1998.
12. 192 Petroleum Platoon engaged 25 casual workers in 1999.
13. 192 Petroleum Platoon engaged 25 casual workers in 2000.
2. It is also apparent that workload is increasing which indicates that store handling, transaction has gone up which necessitated the engagement of casual workers.
3. Casual work has been converted in the routine work by now.
4. Long user of casual labour has resulted in continued work and they cannot be dispense with.
5. Wage expenses are incurred from contingency.

Although it is argued on behalf of the representative of the opposite party (employer) that the work taken from the applicant from time to time is a work of casual nature, I do not agree the facts show otherwise. There is continuity in the work.

The detailment of casual labour benefits the employer in following ways :

1. It is obligatory on the part of employer to pay full wages admissible to class IV employee, thus employer saves more than half salary.

2. Employer is not obliged to pay any sum for Sundays and holidays.
3. Casual worker is not entitled to any leave with pay on the ground of sickness.
4. Employer has no liability to pay benefits to which a worker is entitled. Thus employer saves a lot of money.

On the other hand the casual labour has to loose :

1. Regular pay.
2. Other allowances.
3. Deprivation of leave facility.
4. No sickness benefit.
5. No retrial benefits.

Hon'ble Supreme Court has held in daily R. C. Labour P & T Vs. Union of India 1987 AIR SC 2342 has come very heavily on the keeping the persons as casual labours for years. Their lordships have also termed such practice as exploitation of labour.

"It is again for this reason that management and the governmental agencies in particular should not allow workers to remain as casual labours or temporary employees for an unreasonably long period of time. Wherein any justification to keep persons as casual labourers or years as is done in Postal & Telegraph Department. Then it amounts to exploitation of labour..... It is against this background that we say that non-regularisation of temporary employers or casual labourers for a long is not wise policy. We therefore direct the respondents to prepare a scheme on a rational basis for absorbing as far as possible to casual labours who have been continuously working for more than one year in the posts and telegraph department.

In such a case as this let as is what the relevant rules in this regards are. Admittedly, these casual labours are not army personnel, but they are only civilians. Government of India, Ministry of Defence vide its order No. 4(1)93/D(Civil) dated 14 Oct 1993 addressed to the Chief of Army Staff & Chiefs of Naval & Air Staff asked them to comply the revised instructions of DOP&T vide UO No. 51016/2/90-Estt.(C) dtd. 10 Sept. 1993. The guidelines were regarding grant of temporary status and regularisation of casual worker. This pertained to all casual employees who rendered continuous one-year service DOP&T formulated the scheme known as grant of Temporary Status and Regularisation Scheme. Scheme is as follows :

"Subject :—Grant of Temporary Status and Regularisation of casual workers—Formulation of a scheme in pursuance of the CAT, Principal Bench, New Delhi, Judgement dated 16th Feb., 1990 in the case of Shri Raj Kamal & Others Vs. UOI.

The guidelines in the matter of recruitment of persons on daily wage basis in Central Government Offices were issued vide this Department's O. M. No. 49014/2/86-Estt(C) dated 7-6-88. The policy has further been reviewed in the light of judgement of the CAT, Principal Bench, New Delhi delivered on 16-2-90 in the writ petition filed by Shri Raj Kamal and Others Vs. Union of India and it has been decided that while the existing guidelines contained in O. M. dated 7-6-88 may continue to be followed, the grant of temporary status to the casual employees, who are presently re-employed and have rendered one year of continuous service in Central Government offices other than Department of Telecom, Posts and Railways may be regulated by the scheme as appended.

2. Ministry of Finance etc. are requested to bring the scheme to the notice of appointing authorities under their administrative control and ensure that recruitment of casual employees is done in accordance with the guidelines contained in O. M. dated 7-6-88. Cases of negligence should be viewed seriously and brought to the notice of appropriate authorities for taking prompt and suitable action.

Sd/-

Y. G. PRANDE, Director

APPENDIX

Department of Personnel & Training, Casual Labour (Grant of Temporary Status and Regularisation) Scheme

1. This scheme shall be called "Casual Labourers (Grant of Temporary Status and Regularisation) Scheme of Government of India, 1993".

2. This scheme will come into force w.e.f. 1-9-1993.

3. This scheme is applicable to casual labourers in employment of the Ministries/Departments of Government of India and their attached and subordinate offices, on the date of issue of these orders. But it shall not be Telecommunication and Department of Posts who already have their own schemes.

4. Temporary Status :-

- (i) Temporary status would be conferred on all casual labourers who are in employment on the date of issue of this O. M. and who have rendered a continuous service of at least one year, which means that they must have been engaged for a period of at least 240 days (206 days in the case of offices observing 5 days week).
- (ii) Such conferment of temporary status would be without reference to the creation/availability of regular Group 'D' posts.
- (iii) Conferment of temporary status on a casual labourer would not involve any change in his duties and responsibilities. The engagement will be on daily rates of pay on need basis. He may be deployed anywhere within the recruitment unit/territorial circle on the basis of availability of work.
- (iv) Such casual labourers who acquire temporary status will not however, be brought on to the permanent establishment unless they are selected through regular selection process for Group 'D' posts.

5. Temporary status would entitle the casual labourer to the following benefits :—

- (i) Wages at daily rates with reference to the minimum wages on the pay scale for a corresponding regular Group 'D' official including DA, HRA and CCA.
- (ii) Benefits of increments at the same rate as applicable to a Group 'D' employee would be taken into account for calculating pro-rata wages for every one year of services subject to performance of duty for at least 240 days (206 days in administrative offices observing 5 days week) in the year from the date of conferment of temporary status.
- (iii) Leave entitlement will be on a pro-rata basis at the rate of one day for every 10 days of work. casual or any other kind of leave, except maternity leave, will not be admissible. They will also be allowed to carry forward the leave at their credit on their regularisation. They will not be entitled to the benefits of encashment of leave on termination of service for any reason or on their quitting service.
- (iv) Maternity leave to lady casual labourers as admissible to regular Group 'D' employees will be allowed.
- (v) 50% of the service rendered under temporary status would be counted for the purpose of retirement benefits after their regularisation.
- (vi) After rendering three years continuous service after conferment of temporary status, the casual labourers would be treated on par with temporary Group 'D' employees for the purpose of contribution to the General Provident Fund, and would also further be eligible for the grant of Festival Advance/Flood Advance on the same conditions as are applicable to temporary Group 'D' employees, provided they furnish two sureties from permanent Govt. servants of their Department.

- (vii) Until they are regularised, they would be entitled to Productivity Linked Bonus/Ad-hoc Bonus only at the rates as applicable to casual labourers.

6. No benefits other than those specified above will be admissible to casual labourers with temporary status. However, if any additional benefits are admissible to casual workers, working in Industrial establishments in view of provisions of Industrial Disputes Act, they shall continue to be admissible to such casual labourers.

7. Despite conferment of temporary status, the services of a casual labourer may be dispensed with by giving a notice of one month in writing. A casual labourer with temporary status can also quit service by giving a written notice of one month. The wages for the notice period will be payable only for the days on which such casual worker is engaged on work.

Adjutant branch of the army vide letter No. 15226/org 4 (Civ)(a) dated 29-1-98 came out with the clarification stating that conferring temporary status is not applicable to those who are not completed 240 or 206 days on 10 Sept., 93 and also those who were employed subsequently. Later is reproduced below :

15226/org 4 (Civ)(a)

29 Jan 98

ADJUTANT GENERAL'S BRANCH

15226/org 4 (Civ) (a)

Clarification—Grant of Temporary Status and Regularisation scheme for Casual Labour.

1. Grant of Temporary Status and Regularisation Scheme circulated by the Deptt. of Personnel and Training under their O. M. No. 51016/2/90-Estt. (C) dated 10th Sep., 93 was disseminated to all the Branches/Dte. of Army HQ vide out note No. 71881/CL/org 4 (Civ) (a) dated 29 Oct., 93. Recently while examining a case on grant of temporary status to casual employees, the DOP&T have clarified that the said scheme employees, the DOP&T have clarified that the said scheme was a one time affair and is applicable in respect of only those casual employees who were in service on the date of the notification of the scheme i.e. 10-9-93 and had rendered one year of continuous service with 240 or 206 days, as the case may be, on the date. Thus conferring temporary status is not applicable to those who had not completed 240 or 206 days, as the case may be, on 10 Dec., 93 and also those employed as casual labours subsequently.

2. In view of the above, it is requested that all the Units/Estts under your administrative control may be apprised of the above clarification immediately for compliance.

4. Please acknowledge.

JAGIR SINGH, SCSO, Dir. (MP)"

Prior to the above Govt. of India, Ministry of Defence vide its Letter No. 4/(4)/86 D (Civ. II) dated 27th June, 1988 circulated office memorandum regarding recruitment of casual labour and persons on daily wages along with DOPT OM No. F. 49014/2/86 dated 7-6-88, which is reproduced below :

"The policy regarding engagement of casual workers in Central Government Offices has been reviewed by Government keeping in view the judgement of the Supreme Court delivered on the 17th January, 1986 in the Writ Petition filed by Shri Surinder Singh and Other Vs. Union of India and it has been decided to lay down the following guidelines in the matter of recruitment of casual workers on daily wage basis :—

- (i) Persons on daily wages should not be recruited for work of regular nature.
- (ii) Recruitment of daily wages may be made only for work which is of casual or seasonal or intermittent nature or for work which is not of full time nature, for which regular posts cannot be created.
- (iii) The work presently being done by regular staff should be reassessed by the Administrative Departments concerned for output and productivity so that the work being done by the casual workers could be entrusted to the regular employees. The Departments may also review the norms of Staff for regular work and take steps to get them revised, if considered necessary.
- (iv) Where the nature of work entrusted to the casual workers and regular employees is the same, the casual workers may be paid at the rate of 1/30th of the pay at the minimum of the relevant scale plus dearness allowance for work of 8 hours a day.
- (v) In cases where the work done by a casual worker is different from the work done by a regular employees, the casual worker may be paid only the minimum wages notified by the Ministry of Labour or the State Government/Union Territory Administration, whichever is higher, as per the Minimum Wages Act, 1948. However, if a Department is already paying daily wages at a higher rate, the practice could be continued with the approval of its Financial Advisor.
- (vi) The casual workers may be given one paid weekly off after six days of continuous work.
- (vii) The payment to the casual workers may be restricted only to the days on which they actually perform duty under the Government

with a paid weekly off as mentioned at (vi) above. They will, however, in addition, be paid for a National Holiday, if it falls on a working day for the casual workers.

- (viii) In cases where it is not possible to entrust all the items of work now being handled by the casual workers to the existing regular staff, additional regular posts may be created to the barest minimum necessary, with the concurrence of the Ministry of Finance.
- (ix) Where work of more than one type is to be performed throughout the year but each type of work does not justify a separate regular employee, a multifunctional post may be created for handling these items of work with the concurrence of the Ministry of Finance.
- (x) The regularisation of the services of the casual workers will continue to be governed by this Department in this regard. While considering such regulation, a casual worker may be given relaxation in the upper age limit only if at the time of initial recruitment as a casual worker, he had not crossed the upper age limit for the relevant post.
- (xi) If a Department wants to make any departure from the above guidelines, it should obtain the prior concurrence of the Ministry of Finance and the Department of Personnel and Training.

All the administrative Ministries/Departments should undertake a review of appointment of casual workers in the office under their control on a time bound basis so that at the end of the prescribed period, the following targets are achieved :—

- (a) All eligible casual workers are adjusted against regular posts to the extent such regular posts are justified.
- (b) The rest of the casual workers not covered by (a) above and whose retention is considered absolutely necessary and in accordance with the guidelines, are paid emoluments strictly in accordance with the guidelines.
- (c) The remaining casual workers not covered by (a) and (b) above are discharged from service.

2. The following time limit for completing the review has been prescribed in respect of the various Ministries/Departments :—

- (a) Ministry of Railways. 2 Years
- (b) Department of Posts, Deptt. of Telecommunications and Deptt. of Defence Production 1 Year
- (c) All other Ministries/Deptt./Office. 6 Months

Each Ministry should furnish a quarterly statement indicating the progress of the review in respect of the Ministry (proper) and all Attached/Subordinate officers under them to the Deptt. of Personnel and Training in the proforma attached. The first quarterly return should be furnished to this Department by the 10th October, 1988.

3. By strict and meticulous observance of the guidelines by all Ministries/Departments, it should be ensured that there is no more engagement of casual workers for attending to work of a regular nature, particularly after the review envisaged above is duty completed. Each Head of Office should also nominate an officer who would scrutinise the engagement of each and every casual worker and the job for which he is being employee to determine whether the work is of casual nature or not.

4. Ministry of Finance etc. are requested to bring the contents of this Office Memorandum to the notice of all the appointing authorities under their respective administrative control for strict observance. Cases of negligence in the matter of implementing these guidelines should be viewed very seriously and brought to the notice of the appropriate authorities for taking prompt and suitable action against the defaulters.

D. P. BAGCHI,
Jt. Secy. to the Government of India."

The said communication has stressed that there should no more engagement of casual worker for attending work of a regular nature, but in spite of this workers were engaged and not only were engaged but also strength continued increasing as stated earlier. It cannot be said that the officer commanding of 192, Petroleum Platoon was not conscious of the aforesaid OM of DOPT. Commanding Officer of the 192, Petroleum Platoon & Ministry of Defence which allocates the budget very well knew the need of the platoon and accordingly it allowed the payments to be made from contingency knowingly that the platoon has regular work for these casual labours. The only flaw erupted that the concerned department could not create additional regular posts, may be due to financial restraints and economic policy.

Soon after the enactment of Industrial Disputes Act, 1947, Ministry of Defence vide its letter No. 2(17)51/10805/D (Civ) dated 10th Sept., 1953, laid down the service condition of the casual industrial employee. It was provided there in that "Men will be recruited in this category only when it is clearly anticipated that they are not likely be required for more than six months." Further it provided, "It should be clearly stipulated in the terms of appointment that their services will be terminated at any time without notice during the first six months."

It is also provided that for any reasons appointment is continued beyond six months, individual will not be

discharged and reemployed from the same date. Instead he will be allowed to continue on service without break and will be treated as regular industrial employee from the date of original appointment as casual industrial employee. This change of category from casual to regular will be declared even before the expiry of six months as soon as it is definitely known that individual will continue in services beyond six months.

Photo copy of the said letter was filed by the representative of the workers on 18-4-2002. No document has been filed by opposite party against the said letter to prove that the said letter is not in existence.

Therefore, the concept of employing industrial labourer was recognised by the Ministry of Defence. Thereafter, another order DOPT OM No. 49014/2/8-Estt. dttd. 7-6-88 was circulated which provided that recruitment may be made only for work which is of a casual and intermittent nature or for work which not full time nature, for which regular posts are not created. Department was directed to review norms of staff for regular work and take steps to get them revised if considered necessary. It also made guidelines for creation of regular posts. Opposite party has tried to submit that the workers were engaged on casual and intermittent work from time to time as the opposite party platoon is subject to movement as per the necessary requirement of national defence. It is further submitted that the unit is subject to disbandment/closure. This argument is not sustainable as even otherwise law shall take its own course in case establishment is closed. Workers in the present case have been engaged as a casual workers for pretty long time. Majority of the workers have worked over nine years with the opposite party, besides some of them have worked even beyond fifteen years as casual labours. Capt. Avinash Acharya, the witness of opposite party on the other hand has stated in the cross examination that "*Casual labour se jo kam lete hain wo na to intermittent hai na seasonal, varan atayadhik awashakta ki purti ke leya in se kam liya jata hai.*"

Thus, it is clear that casual labours have been deployed for necessary essential work for long period. Hon'ble Gujarat High Court in 1999 LAB IC 26 39 GSRTC Vs. Workman of ST Corporations have laid down in para 7 that while considering such disputes Labour Court or Industrial Tribunal have necessary jurisdiction to examine whether the dispute arose out of any unfair labour practice by the employer, giving cause to dispute, if so it has also jurisdiction to remedy. Unfair labour practice has been defined in Section 2(ra) means any practice specified in the fifth schedule. The fifth schedule of the Industrial Disputes Act enumerates various practices which are termed as unfair labour practice. Para 7 of the case law is reproduced below :

"A dispute relating to the term of employment or relating to the conditions of employment of any

person is industrial dispute which can be made subject-matter of reference to the Labour Court of Industrial Tribunal as the case may be for adjudication. While considering such dispute, Labour Court or Industrial Tribunal have necessary jurisdiction to examine whether the dispute arose out of any unfair labour practice by the employer, giving cause for the dispute, if so, it has also jurisdiction to remedy. Unfair labour practice has been defined in S. 2(ra) means any practice specified in the 5th Schedule. The 5th Schedule of the Industrial Disputes Act enumerates various practices which are termed as unfair labour practice. In such enumeration at item 10 we find that to employee as workmen, badlies, casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of permanent workmen amounts to an unfair labour practice. The unfair labour practice in its very expression has germs of arbitrariness and unreasonableness in its practice and such practice of unfair labour practice must be held to be violative of Art. 14 which guarantees to every citizen of this land equal protection of law. Article 14 is a genus of this basic fundamental right and the other articles providing specific protection against specific inequalities are but Species of Art. 14. Ordinarily, there is no conflict of operation of different articles and if one is violative of Art. 14 unless it is directed by some other provision of the constitution, the same continues to be violative of constitutional provisions. Therefore, the question whether regularisation as such results in back-door entry the service denying equal opportunity to the citizens and results in Violation of Art. 16 does not brook any answer in abstract."

Hon'ble Gujarat High Court has also laid down in para 24 of the case law that continued casual labour employment on the ground of non-availability of vacancy is unfair labour practice. Para 24 of the case is reproduced below :

"As has been stated by the Supreme Court in the aforesaid referred decisions where persons are shown to have been employed temporarily for long duration and it has also been shown that there exists permanent nature of work to employ number of persons in that event, the insatiable conclusions is that continued temporary employment in respect of some of them on the jejune ground of non-availability of vacancy is nothing but an unfair labour practice to deny the payment in the regular pay scales as are available to permanent employees to get the same work done on payment of minimum wages or lesser wages permissible to daily rated workmen for casual type or temporary type of work. Once this conclusion

is reached on the findings recorded by the Tribunal about which nothing has been said, namely, that there exists permanent nature of work for the members at least and since July, 1996 only one person has been employed on permanent basis and that these persons are discharging functions of wiremen or helper wiremen with effect from the date referred to above in the case of each workmen, no justification can be found to interfere with the order of regularisation granting permanent status to these workmen with effect from 96, when they have been found to be qualified to hold such positions otherwise also. This clearly falls within the ratio laid down by the Supreme Court in Piara Singh case (supra). In this connection reference may usefully be made from observation of Das Gupta, J. in Jaswant Mills v. Badri Prasad (1961) ILLJ 649: AIR 1967 513, underlining the important requirement job security of a workman (at page 514 of AIR).

The distinction between a permanent engagement on a work of a permanent nature and a temporary workman engaged on work of a permanent nature is that a temporary workman is engaged to fill in a need of temporary hands of—hands of permanent jobs..... When a workman is engaged in a work of permanent nature which lasts throughout the year, it is expected that he would continue permanently unless he has been engaged to fill in a temporary need."

Later on DOPT dtd. 7-6-88 also directs that regularisation of casual workers will continue to be governed by instructions issued by the department in this regard.

Again in the year 1993, Ministry of Defence, Govt. of India vide its letter No. 4(1)/93(Civ II) dtd. 14-10-93 circulated letter of DOPT No. 51016/2/90-Estt.-(C) dtd. 10-9-93 for compliance, which pertains to the grant of temporary status. This scheme was to come into force w.e.f. 1-9-93 for all those casual labour who have put in 240 working days in a year. In this scheme following benefits were made available to the casual labour after conferment of temporary status as mentioned in the page 27 of this award.

The said conferment of temporary status was circulated as a result of disposal of writ petition filed by Raj Kamal & Others Vs. Union of India. It was also decided that while existing guidelines contained in OM dtd. 7-6-88 may continue to be followed. The Government of India, Ministry of Personnel, PG & Pension, Deptt. of Personnel and Training vide its letter No. 51010/2/90-Estt. (C) dtd. 10-9-93 referred to the judgment of Central Administrative Tribunal, Principal Bench, N. Delhi delivered on 16-2-90. Photocopy of the case law of Administrative Tribunal (1990) 13 Administrative Tribunal Cases 478 Raj

Kamal & Others Vs. Union of India has been filed by the worker's representative. Hon'ble Tribunal held that casual labours are entitled to equity of law, they can therefore claim equitable distribution of chances of regularisation. Hence, they should be considered for regularisation centrally by the department of personnel and training issued by the individual ministries/department. In the said case the government was directed to prepare an integrated scheme. Government was also directed not to engage fresh casual labourers unless the existing were regularised. Though the Government provided some sort of security to the casual labourers by providing them temporary status so that the workers are benefited, but in the present case those qualifying to get temporary status have not been able to get their share. On September, 1993 Prem Narayan, Shaikat Khan, Jai Chand, Turan Singh, Edgar, Suresh and Puran Lal were working as casual labour and they ought to have been considered for giving temporary status.

On behalf of the workers it has been argued that the casual labours working in FOL Depot ASC, Delhi Cantt. were ordered that the casual labours or the OA No. 255/99 IR MA No. 2051/99 be considered for regularisation of their services. On behalf of the worker the photostat copy of judgment, passed in OA No. 255/99 IR MA No. 2051/99 Sh. Dhir Singh & others vs. Union of India decided by Central Administrative Tribunal, Principal Bench, N. Delhi on 17 July, 2000 has been filed. Hon'ble member of the Tribunal passed the orders that casual labours with respondent were working for about 18 years. In the facts and circumstances of the case the respondents were directed to consider the case or applicant for regularisation of their services in any other unit of Respondents where vacancies exist and make suitable offers of appointment to them in accordance with the relevant rules and regulations. This may be done as early as possible.

The Hon'ble Gujarat High Court in special appeal No. 447/99 decided on 21-1-99 between GSRTC v. Workmen of ST Corporation declined to interfere into the award passed by the Tribunal. This judgement is published in 1999 LAB IC 2639. In the circumstances of the discussions above I come to the conclusion that the workers are entitled to be considered for regularisation. The award is accordingly answered in affirmative. Till such time the workers are not regularised at least those workers who qualify to the temporary status are entitled to the temporary status as per DOPT circular dtd. 10 September, 1993 and they are entitled to the back wages from 1-9-93. The opposite party shall review the requirement of labourers and shall endeavour to get the posts and on failure the workers are entitled to be regularised in the other industrial units where the post exists.

Lucknow
2-9-2005

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 8 सितम्बर, 2005

का. आ. 3522—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रूफ एण्ड एक्सपेरिमेंटल एस्टेब्लिशमेंट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 425/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-05 को प्राप्त हुआ था।

[सं. एल-14012/37/2001-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 8th September, 2005

S.O. 3522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 425/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Proof and Experimental Establishment and their workmen, which was received by the Central Government on 8-9-2005.

[No. L-14012/37/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri N.K.R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute No. 425/2001

Date of Passing Award, 19th Aug. 2005

Between :

The Management of the Director,
and Commandant, Proof and Experimental
Establishment, Chandipore.
Balasore-756 025. ... 1st Party-Management

And

Their Workman, Smt. Manjulata Sahu
W/o Rajendra Mohapatra,
AI/PO, Uparadiha.
Balasore-756 025. ... 2nd Party-Workman.

Appearances :

Kumar Chandra Chaudhury. : For the 1st Party-
Management

Smt. Manjulata Sahu. : For Herself/the 2nd
Party-Workman

AWARD

The Government of India in the Ministry of Labour,
in exercise of powers conferred by Clause (d) of sub-section

(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-14012/37/2001 [IR (DU), dated 17-10-2001] :

“Whether the action of the Management of P&E, Chandipore by retrenching Smt. Manjulata Sahu without complying Section 25-F of the I.D. Act is legal and justified? If not, what relief the disputant is entitled to?”

2. The shortly stated case of the workman as contended in her claim statement is that she was engaged as a lady attendant in Chandipore Section Hospital under the Management of Proof and Experimental Establishment (in short PXE), an unit of military organization at Chandipore, Balasore with effect from 1-5-1999 on a consolidated salary of Rs. 800 per month. While continuing as such she remained on maternity leave from 22-3-2000 to 21-6-2000. When she wanted to join in her post on 22-6-2000 she was refused employment by Maj. Rajendra Singh of P.X.E. in-charge of the hospital and hence this reference.

3. The Management of P.X.E. on the other hand contends in its Written Statement that the Section Hospital in question was never under its administrative control and therefore neither the engagement nor the refusal of employment to the workman is known to it. It is also averred that the workman was never granted maternity leave by the P.X.E. and furthermore there was no employee employer relation between them. According to the present Management the workman was simply given engagement by the concerned hospital authority to work on daily rate basis for two to three hours per day on a consolidated remuneration of Rs. 800 per month and that the job of the workman was simply to attend the family members of military personnel during their medical examination in the hospital and for this she was being paid Rs. 800 as wages from out of the contributions made by the military service personnel. This contribution was collected by the hospital from different departments such as P.X.E, I.T.R, Station Workshop, EME, GE (1), R&D and EMU stationed at Chandipore proportionate to their strength of beneficiaries and that the workman was engaged for the above purpose by the station headquarters. It is also contended that Major Rajendra Singh was never working under the Management of P.X.E. and therefore the alleged claim of the workman that she was refused employment by the said Maj. Rajendra Singh is of no consequence in so far as the P.X.E. department is concerned. In nutshell it is averred by the present Management of P.X.E. that there being no employee and employer relation between the workman and the P.X.E. Department, the reference is bad and the workman is not entitled to claim any relief from P.X.E. Department.

4. On the basis of the pleadings of the parties the following issues were framed :

ISSUES

1. Whether the disputant is a workman under the definition of Industrial Dispute Act ?
2. Whether the action of the Management PXE, Chandipore by retrenching Smt. Manjulata Sahu, 2nd Party-Workman without complying Section 25-F of the Industrial Disputes Act is legal and justified ?
3. If not, what relief the 2nd Party-Workman is entitled to ?

ISSUE NOS. I & II

These issues are taken up together for the purpose of convenience.

5. Besides examining herself the workman has examined two other persons to prove her engagement under the hospital. From the side of the Management a sole witness namely Shri Prafulla Kumar Mohapatra, the Joint Director of P.X.E. has been examined. While one Lt. Col. Prafulla Mohan Jha, the O.C. of the Section Hospital in question has been examined as a Court witness.

To say that the disputant was a workman under the Management of PXE, it is necessary to examine at the first instance whether

- (a) the Section Hospital where the disputant was working was under the administrative control of PXE Department, and
- (b) whether the hospital was an industry within the meaning of the term as defined under Industrial Disputes Act.

6. To substantiate the case the disputant besides adducing oral evidence has relied upon a document marked Ext.-1. She has also filed another document (un-exhibited) purported to be a termination letter issued by Maj. Rajendra Prasad Singh of PXE Department.

7. Ext. 1 is a letter addressed to A.L.C. (C) after the industrial dispute was raised against the P.X.E. Department. One Col. R.K. Yadab of P.X.E. Department has written it on behalf of Station Commander. As to the status of the said Station Commander the evidence of Court witness is quite specific to say that the senior-most officer of all the military wing stationed at Chandipore taken as a whole is normally designated as the Station Commander to exercise limited administrative control over all the wings including the hospital in question on matters relating to grant of leave, welfare related activities including maintenance of discipline amongst military personnel. His evidence further indicated that Col. R.K. Yadab of P.X.E. Department was the Station Commander during the period of conciliation proceeding. The Ext.-1 also indicates that the same was written to A.L.C. (C) by Col. R.K. Yadab as and on behalf of Station Commander.

Therefore, on the basis of Ext.-1 it cannot be concluded that the Hospital in question was a part and

partial of the P.X.E. Department as because the Station Commander was an officer of that department. Rather the very evidence of the workman indicates that he was initially given engagement by one Shri Mohapatra the then O.C. of the Hospital. Her evidence further discloses that she was being paid her remuneration by self same O.C. Mohapatra and therefore under all probability the dispute should have been raised against the Hospital Management and the same having not been done, the present reference is held to be bad against the P.X.E. Department.

8. Now coming to the other aspect of the case it may be stated that the law is very clear to the extent that where a complex of activities are carried out in an establishment some quality for exemption from the definition of the term "Industry" while the others not and in such cases the whole undertaking will be an industry although those who are not workman by definition may not benefit by the status. Therefore in case of an establishment like a hospital the entire establishment can be termed as an Industry within the meaning of the term but it is only in case of those employees who fall within the definition of the term workman. Hence, when in Ext.-1 it has been admitted by the Station Commander that the workman was engaged temporarily in the hospital to be paid out of the contributions made by different military wings, that itself, brings the entire hospital within the purview of the term Industry.

9. It has been claimed by the workman in the evidence that while working as an attendant in the hospital she applied for maternity leave from 22-3-2000 but the same was refused on 28-3-2000 by Major Rajendra Singh of PXE Deptt. in-charge of the hospital through a letter dated 28-3-2003. It is her further evidence that when she wanted to join in her post on 23-6-2000 after availing such leave she was refused employment by the self same authority. But such of the evidence of the workman does not inspire confidence as from the evidence of court witness and Management witness it is clear that during the relevant period no such person named Maj. Rajendra Singh was either working in the PXE Department or in the Hospital as Officer Commanding or Station Commander as claimed by the workman. Furthermore the un-exhibited documents upon which the workman has built up her case also does not inspire confidence. Though it is the case of the workman that she was refused leave through that letter on 28-3-2000 and was refused employment on her joining on 23-6-2000, the contents of this letter runs counter to above story of the workman inasmuch as it contains a narration as if she was refused employment as well as leave on a single day on 28-3-2000. A simple look at that document on the other hand indicates that such a letter would not have ever been written by a military officer of the rank of a Major. The get-up, the manner of writing and the arrangements of defective words which are apparent on the face of that document are indicative of the fact that it is a built-up letter

and therefore, when the workman is found to have not approached the legal forum with a clean hand she is liable to get an unclean reward. Therefore, in these circumstances there is no other go but to believe the stand of the Management. Accordingly I find no merit in the reference and hence the workman is declared not entitled for any relief.

ISSUE NO. III

10. In view of my above findings given in respect of Issue Nos. I and II the workman is not entitled to any relief.

11. Reference is answered accordingly.

Dictated and corrected by me.

N.K. MOHAPATRA, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3523—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या आई.डी. 34/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2005 को प्राप्त हुआ था।

[सं. एल-41015/2/2005-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3523.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 34/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Central Railway and their workman, which was received by the Central Government on 8-9-2005.

[No. L-41015/2/2005-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 12th August, 2005

Industrial Dispute L.C.I.D. No. 34/2004

Between :

Shaik Raja, S/o Abdul,

C/o R. Yogender Singh, Advocate,

No. 1-10-100, Temple Alwal,

Secunderabad-10.

... Petitioner

And

1. The General Manager,
South Central Railway,
Sanchalan Bhavan,
Secunderabad

2. The Divisional Railway Manager,
South Central Railway,
Secunderabad Division,
Secunderabad.

3. The Security Officer (TRG),
RPF Training Centre, Moulali,
Hyderabad-500 040.

... Respondents

Appearances :

For the Petitioner : Yogender Singh, Advocate

For the Respondent : A. Pruthvi Raj, Advocate.

AWARD

This is a case taken under Sec. 2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The petitioner Shaik Raja alleged in his petition filed under Section 2(A) of ID Act that he was appointed by the respondent w.e.f. 25-5-68 to April, 1973 as casual labour without any block under Loco Foreman at Purna and he was transferred to Secunderabad on administrative needs and he was engaged w.e.f. 1-3-74 to 8-5-90 as Store Boy-cum-Assistant Cook under Zonal Training Centre, Moulali. Subsequently he was deputed as substitute Kahar in the R.P.F. Training Centre, Moulali. He further submitted that he was engaged for a period of 964 days from 25-5-68 to 31-5-71 by clearing stipulated period of 240 days within a year. In the first spell, he was engaged for 321 days during the period from June 1971 to May 1972 and 517 days from June 1971 to December 1972 and again he was engaged for 107 days from January 1973 to April 1973. He further submitted that he was again engaged from 1-3-74 to 8-5-80, from 8-5-80 to 11-7-81 as he was transferred to Railway Protection Force Training School, Moulali. The transfer was without any notice or without any authority. He further submitted that he filed the petition in OA No. 466/2000 on the file of CAT wherein a direction was given to the second respondent to dispose of his representation. Subsequently the respondent filed a RA No. 10/2001 in the said case which was allowed setting aside the order of OA 466/2000.

3. It is further submitted that his services were terminated by the Assistant Security Officer, Moulali, though he was not an appointing authority and competent authority to terminate his service. It is further stated that the petitioner filed WP No. 32788/1998 which was withdrawn by him. The petitioner preferred a WP No. 3077/2003 against

the orders passed by CAT in RA No. 10/2001 but the same was dismissed. The OA as well as WP were not disposed of on merits. It is further submitted that the petitioner was engaged for more than 240 days in a year and entitled for conferment of temporary status and regularization of his services and his services cannot be terminated by Security Officer. His services can be terminated by only Loco Foreman or his superiors and that he was terminated without any provisions of ID Act. It is further submitted that his juniors engaged, were regularized. He further submitted that his petition in OA 466/2000 was dismissed. He sought the relief to set aside the order of termination dated 6-9-1980 as illegal and arbitrary and for reinstatement and to regularize of his services while confirming the temporary status.

4. The respondent Railways filed the counter and denied the averments made in the petition and pleaded that a case was filed after a lapse of 24 years of the termination of services with ordinate delay and laches on the part of the petitioner and barred by limitation. It is further submitted that the petitioner was appointed as a substitute Rakshak/Kahar by the Assistant Security Officer, Moulali, Hyderabad along with other candidates when the RPF Training Centre was shifted from Kurudhwadi in Maharashtra State to Moulali during September 1979. The appointment order and concerned file was destroyed along with other records on 23-10-98. He was appointed only after shifting of RPF Training Centre to Moulali. He worked about one year in two spells. He was terminated on 6-9-80 and that he was re-appointed as a substitute Rakshak/Kahar on 8-9-80 after a gap of two days and that he was sent to Medical examination in category C-2 in compliance with the circular of the Chief Personnel Officer dated 16-1-81 in order to regularize services. But the petitioner was declared medically unfit in category C-2 vide letter of the additional Divisional Medical Officer, Lalaguda, certificate dated 17-8-81. The petitioner services were terminated w.e.f. 17-8-81 since no regular appointment can be offered because he was declared medically unfit. All other substitute Rakshak/Kahars are appointed since they were declared medically fit. It is further submitted that the petitioner has not produced any documentary evidence proving his service from 1-3-74 to 8-5-1990 as Store Boy-cum-Assistant Cook under Zonal Training School, Moulali. He only worked as a Substitute Rakshak/Kahar during the 1980-81. However, it is admitted by the respondent on considering the Xerox copy of the casual labour card issued by the Loco Foreman, South Central Railway, Lalaguda, that he worked as a casual labour from 25-5-68 to April 19th, 1973.

5. It is further submitted that there is no truth that the petitioner was transferred to RPF Training School and there is no provision for such transfer. But he was only engaged as a substitute Rakshak/Kahar against a regular vacancy consequent upon shifting of RPF Training Centre

from Kurudhwadi to Moulali during the September 1979. It is further submitted that the CAT has given a direction to the respondent to consider the representation of the petitioner dated 28-3-2000 for his reinstatement but subsequently a review petition was filed that the petitioner was not working under the railways and he was terminated by the Assistant Security Officer and the CAT has no jurisdiction to entertain the application. The review petition was allowed and consequently the OA was dismissed.

6. It is further submitted that the Assistant Security Officer is empowered to terminate the services of the petitioner as he was declared medically unfit. It is further submitted that the petition is barred by principles of res-judicata since the earlier WP filed by the petitioner on the file of Hon'ble High Court was dismissed as withdrawn and further contended that this Tribunal has no jurisdiction to entertain the claim against the RPF.

7. The petitioner filed his affidavit in support of his claim and got marked the documents as exhibits Exs. W1 to W21. As against this evidence, the respondent filed affidavit of B.N. Nameswar and got marked the documents as exhibits Exs. M1 to M5.

The plea of the petitioner is that he was engaged as a casual labour from 25-5-68 to April 19th, 1973 under Loco foreman at Purna and subsequently from 1-3-1974 to 8-5-1990 as Store Boy-cum-Assistant Cook under Zonal Training School, Moulali. From there, he was transferred to RPF as a substitute Kahar from where he was terminated w.e.f. 6-9-1980 by the Assistant Security Officer. The petitioner has filed the record of service as casual labour which discloses that his date of birth is 6-5-1946 and he worked 964 days under the control of Loco Foreman, Purna from 25-5-1968 to 31-5-1971. Subsequently he also worked from June 1971 to December 1972 and the total number of working days is 1481 days. The respondent has not disputed this document and admitted in counter in para-6 that he worked as a casual labour from 25-5-1968 to April, 1973 but only disputing the subsequently engagement as Store Boy-cum-Assistant Cook under Zonal Training School, Moulali. It is not a dispute that the petitioner was engaged as a substitute Kahar in the RPF Training School and he was terminated on account of the declaration that he was medically unfit by the Assistant Security Officer, RPF.

8. It is also not in dispute that the petitioner approached the CAT in OA 466/2000 alleging that he was engaged as a casual labour from 25-5-1968 to 1973 and that he was granted temporary status and further he worked as Store Boy-cum-Assistant Cook from 1-3-1974 to 8-5-1980 in the Mess under the Zonal Training School, Moulali. Subsequently he worked as a substitute Kahar from 8-5-1978 to 11-1-1981 and claimed that he worked for 14 years on temporary status and submitted a representation dated 25-3-1999 to consider for sanction of compassionate

allowance and that his representation was not yet disposed of. The Hon'ble CAT has directed the Divisional Railway Manager, Secunderabad to dispose of the representation in accordance with the rules taking due note of the circular dated 1-12-1995 within two months from the receipt of the copy of the order.

9. The respondent has filed a review application RA 10/2001 stating that the applicant never worked under Railways and he was terminated by the Assistant Security Officer, RPF and he was not terminated by the railways and the applicant filed a WP 32788/98 Challenging the order of the termination dated 6-9-1980 passed by the Assistant Security Officer, Moulali and the same is pending and that suppressing this fact, the petitioner filed the application and further pleaded that since the applicant was terminated by the Assistant Security Officer, RPF, the Tribunal has jurisdiction to entertain the matter and further the petitioner approached after a lapse of 19 years. The representation of the petitioner dated 25-3-1999 could not be considered as the respondent railways is not competent to consider his representation. The review petition was allowed and orders passed dated 28-3-2000 in the application was set aside.

10. The WP No. 32788/98 filed by the petitioner on the file of Hon'ble High Court was withdrawn by the petitioner by filing a letter dated 7-2-2001.

11. The petitioner filed a WP No. 3077/03 against the first respondent herein for issue of Writ of mandamus declaring the order of the Industrial Tribunal in RA 70/2001 in OA 466/2000 dated 19-3-2001 as illegal and to squash the same. But the said WP was dismissed on 12-2-2003.

12. The Learned Counsel for the petitioner contended that the petitioner has worked as a casual labour for about 5 years before the first respondent under Loco Foreman and subsequently worked in Zonal Training Centre and Subsequently he was transferred as casual labour substitute Rakshak/Kahar. But the services of the petitioner were terminated by the Assistant Security Officer without any enquiry and further contended that the Assistant Security Officer is not a competent authority to terminate the services of the petitioner since the petitioner has acquired the temporary status in the respondent railways and further contended that the petitioner is medically unfit to any job and request to give a direction for awarding compassionate allowance in view of his service rendered by the petitioner.

13. On the other hand, the Learned Counsel for the petitioner contended that this Tribunal has no jurisdiction to entertain the application since the services of the petitioner were terminated by the Assistant Security Officer, RPF and further the petitioner has come to this Court after lapse of more than 20 years and the certificate said to have been issued by the Zonal Training School Mess management committee is only a private body which proves

that the petitioner did not work under Zonal training School.

14. It is further contended that the petitioner is not entitled for any compassionate allowances even though he worked for about 5 years as casual labour from 1968 to 1973.

15. The termination order Ex. M2 show that the Assistant Security Officer has terminated the services of the petitioner who has been appointed as a substitute Rakshak/Kahar in the regular vacancy of Rakshak/Kahar in the scale of Rs. 200 to 240. His appointment order Ex. M3 shows that he was appointed as a Substitute Rakshak/Kahar against a regular vacancy and his appointment is only temporary and no claim for continuity of services and he will be discontinued as and when the regular candidate is posted in the regular vacancy. Ex. M4 shows that he was terminated because he was declared medically unfit in Category C-2 in view of the medical certificate dated 17-8-81. The RPF Act, 1957 is governed by the provisions of Section 19 of the said Act as follows :

Section 19 : "Certain Acts not to apply to members of the Force—Nothing contained in the Payment of Wages Act, 1936 (4 of 1936), or the Industrial Dispute Act, 1947 (14 of 1947), or the Factories Act, 1948 (63 of 1948), or any corresponding law relating to investigation and settlement of industrial dispute in force in a State shall apply to members of the Force."

16. In view of the said provision, the Industrial Dispute Act is not applicable to the members of the Railway Protection Force. The CAT also observed in their order of the review petition. On considering the materials record, it appears that the petitioner has worked only for about 5 years as a casual labour under Loco Foreman at Purna. Subsequently he worked as a Store Boy-cum-Assistant Cook under Mess which is under a private management. After leaving the job in the private management, he was appointed as a substitute Kahar by the RPF. There is no connection to his appointment. He was not appointed because he worked as casual labour. Since he was medically unfit he could not be appointed in the permanent vacancy and he was terminated. The termination of employment by the Assistant Security Officer cannot be questioned in this Tribunal. This Tribunal has no jurisdiction to set aside the termination order.

17. It is not in dispute that the petitioner has worked for about 5 years continuously under Loco Foreman at Purna and the same was shifted to Secunderabad and subsequently he was transferred to Secunderabad. He has worked for more than 240 days in a year during that period. Had the petitioner continued under Loco Foreman, he would have been taken into regular service. Now the petitioner has become old and further found medically unfit for any job and he is only requesting to grant compassionate

allowance in lieu of the services rendered by him. In view of the fact and circumstances and in the interest of justice, I feel that the petitioner should be granted some compassionate allowances for his service rendered. The petitioner has approached several forms spending huge amounts seeking the relief of compassionate allowance.

18. In view of the circumstances, it is directed the respondent to pay consolidated sum of Rs. 10,000 as a compassionate allowance in full and final settlement of the claim of the petitioner. The said amount shall be paid within two months from the date of notification of the award, failing which the petitioner is entitled to claim interest at the rate of 6% per month. Accordingly, the Industrial Dispute is disposed of.

Award is passed accordingly. Transmit.

Dictated to Shri P. Kanaka Raju, LDC transcribed by him, corrected by me and given under my hand seal of this Court on this the 12th day of August, 2005.

T. RAMACHANDRA REDDY, Presiding Officer.

Appendix of evidence

Witnesses examined for the Petitioner

WW1

Witnesses examined for the Respondent

MW1

Documents marked for the Petitioner

- Ex. W1 : The service certificate of Petitioner's father, dated 19-1-79.
- Ex. W2 : The transfer certificate of the petitioner, dt. 17-8-70.
- Ex. W3 : The casual labour service card of the petitioner.
- Ex. W4 : Service certificate given by ZTCT Mess of SC Rly, dt. 19-3-1997.
- Ex. W5 : The service certificate from Principal, RPF Training School, Hyd. dt. 1-5-1986
- Ex. W6 : The letter No. S-2 RTC/MLY of SC Rly, dt. 6-9-80.
- Ex. W7 : Medical Memo given by DRN/SC Rly, dt. 15-5-1986
- Ex. W8 : The fitness certificate, dt. 11-9-86.
- Ex. W9 : Petitioner's representation to DME, SC Rly, dt. 11-6-89.
- Ex. W10 : Petitioner's representation to Principal ZT School, SC Rly, Hyd, dt. 10-6-90.
- Ex. W11 : Petitioner's representation to AGM, SCR, Sec'bad, dt. 15-4-91.
- Ex. W12 : Petitioner's representation to AGM, SCR, Sec'bad, dt. 15-4-92.

Ex. W13 : Petitioner's representation to Chief Security Officer, RPF Training Centre, Hyderabad, dt. 18-4-93.

Ex. W14 : Petitioner's representation to GM, SCR, Sec'bad, dt. 17-12-1997.

Ex. W15 : Lt. No. P(C) 177/SK.R/97, dated 22-5-97.

Ex. W16 : Lt. No. P(C) 177/SK.R/97 dt. 19-1-98.

Ex. W17 : Petitioner's representation to Chief Security Commissioner, SCR, Sec'bad dt. 19-7-1998.

Ex. W18 : Order copy of OA No. 466/2000 dt. 28-3-2000.

Ex. W19 : Order copy of RA No. 10/2000 in OA No. 466/2000 dt. 29-3-2001.

Ex. W20 : Order copy of WP No. 3077 of 2003 dt. 20-2-2003.

Ex. W21 : Order copy of WP No. 32788/1998 dt. 8-2-2001.

Documents marked for the Respondent

- Ex. M1 : The office note dt. 23-10-1996.
- Ex. M2 : Training Centre order dt. 6-9-1980 terminating the services of the petitioner.
- Ex. M3 : Training Centre order dt. 8-9-1980 reappointing the petitioner.
- Ex. M4 : Training Centre order No. 62/81 dt. 15-9-1981 pertaining to termination order of petitioner after reappointment.
- Ex. M5 : Training Centre order dt. 16-1-1981 pertaining of Chief Personnel Officer, Sec'bad, Civil Circular No. 3/81.

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3524—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या आई.डी. 1/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2005 को प्राप्त हुआ था।

[सं. एल-41015/1/2005-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 1/2003) of the Central Government Industrial Tribunal/Labour

Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of South Central Railway and their workman, which was received by the Central Government on 8-9-2005.

[No. L-41015/1/2005-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present :

Shri T. Ramachandra Reddy, Presiding Officer

Dated the 5th September, 2005

Industrial Dispute L.C.L.D. No. 1/2003

Between :

D. Adilaxmi C/o B. Satyanarayana,
H/o B. Seethamahalahaxmi, Chakalipeta,
Phitrangula Dibba, Eluru.

Petitioner

And

1. The Divisional Railway Manager,
South Central Railway,
Vijayawada.
2. The Senior Divisional Manager,
(Commercial)
South Central Railway,
Vijayawada.
3. The General Manager,
South Central Railway,
Rail Nilayam, Secunderabad . . . Respondents

Appearances :

For the Petitioner : Ch. Sudhakar Babu,
Advocate

For the Respondent : A. Pruthvi Raj, Advocate.

AWARD

This is a case taken under Sec. 2 A(2) of the I.D. Act, 1947 in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The brief facts as stated in the petition are as follows :

The petitioner was absorbed in the post of Passenger Water Women w.e.f. 21-8-81 on a regular post in the time scale and that she was transferred to Tenali Railway Station and joined duty at Tenali on 15-5-1990 and working since then to the best of her ability and to the satisfaction of her superior officers. She further submitted that the station

authorities at Tenali have not allowed her to join duties from 28-7-91 to 13-7-1992 and also not informed her any reason for her discontinuation inspite of making appeal to the authorities. An enquiry was held by the Enquiry Officer during March and April 1997 on the allegation of unauthorized absence from 28-7-1991 to 13-7-1992 and thereafter the petitioner has not heard anything though she made representations to the concerned authorities and sought the relief of declaration of her discharge from 28-7-1991 as illegal and discriminatively and to reinstate with back wages and continuity of services.

3. The respondent Nos. 1, 2 & 3 filed their counter through the Divisional Commercial Manager, South Central Railway, Vijayawada and denied the averments made in the petition and pleaded that the worker as Passenger Water Women was placed in the pay scale of Rs. 2550 to Rs. 3200 or Rs. 2610 to Rs. 3540 according to their initial scale of pay and they are not entitled to receive any D.A., HRA etc. It is submitted that the petitioner is a permanent railway servant as such she has to seek her relief before CAT and further submitted that the applicant has been long absented to duty at Eluru Railway Station and that she was transferred to Tenali at her own request without prejudice to disciplinary action to be taken in further at later stage. An office order was served to her on 30-1-1990. The disciplinary authority has issued a major penalty charge sheet dated 5-8-1992 but the same was not served as her whereabouts not known to the Station Superintendent, Tenali. Subsequently, the Disciplinary Authority has issued another major charge sheet dated 20-1-1997 duly citing the charge of unauthorized absence from 28-7-91 onwards and the same was served on the petitioner on 19-3-1997. The Disciplinary Authority appointed Shri S.K. Kaleshwali, Chief Commercial Inspector, Tenali as Enquiry Officer regarding unauthorized absence of the petitioner from 28-7-91 to 13-7-1992 and continuing. The petitioner has attended the enquiry on 19-3-1997 and sought time for 15 days to appoint her defence helper. The Enquiry Officer has fixed the date of enquiry to 2-4-1997 by serving a notice. Accordingly, the petitioner attended the enquiry and sought 2 days time as such it was adjourned to 4-4-97. Subsequently, the petitioner brought her advocate Shri A.V.S.R. Anjaneyulu, Repalle to defend her. But the Enquiry Officer did not permit to engage an advocate under the rules Railway Servants (D&A) Rules. The Enquiry Officer subsequently issued notices dated 10-6-97 and 4-8-97 to the applicant's last known address through the registered post with acknowledgement. But the same was returned with remarks such as door locked or not known. Finally, the Enquiry Officer has proceeded the enquiry in the absence of the petitioner and examined Shri P. Jesudas, Sr. Clerk with musters for relevant period and concluded the enquiry and found the petitioner was unauthorized absent from duty from 28-7-1991 to 12-2-1997. A copy of the enquiry report was sent to the petitioner's last known

address by registered post and a copy of the same was pasted on the notice board by the Station Superintendent of Tenali. Finally, the penalty of removal from service w.e.f. 25-9-98 was imposed vide letter dated 15-9-1998 and the same was sent to her last known address by registered post which was also returned. It is further submitted that the petitioner's transfer order to Tenali Railway Station itself reveal that she was long absented to duty prior to her transfer and requested to dismiss the petition.

4. This Tribunal held on 20-10-2004 that the domestic enquiry conducted by the Enquiry Officer is valid.

5. The Learned Counsel for the petitioner contended that the petitioner has joined duty at Tenali on 15-5-1990 and thereafter she worked till 28-7-1991 and that she was not allowed to come to duty by the Station authorities at Tenali and further contended that the Enquiry Officer has not given proper opportunity to the petitioner to defend herself and conducted enquiry behind her back and thereby violated the principles of natural justice, as such she is entitled for reinstatement with continuity of service with all benefits.

6. The Learned Counsel for the respondent vehemently contended that the petitioner was unauthorizedly absent even before her transfer to Tenali from Eluru and even after joining at Tenali, she was absented herself unauthorizedly from 28-7-1991 and further contended that the petitioner has attended the domestic enquiry at the beginning and sought time to defend herself and subsequently absconded and not joined the duty till she was removed from service w.e.f. 25-9-98 and the registered notices sent to the petitioner's last known address were returned and further contended that there are mitigating circumstances and the punishment is commensurate to the gravity of the charge of unauthorized absence for more than 7 years.

7. On considering the material on record, the enquiry report and return acknowledgements show that she did not participate in the domestic enquiry held by Mr. Kaleshwali. The petitioner attended the enquiry on 19-3-1997 and sought 15 days time and the enquiry was posted to 2-4-1997 and the notice was served on the petitioner. She attended the enquiry on 2-4-1997 and sought time of 2 days. But she did not participate in the enquiry on 4-4-1997. Subsequently, she brought a defence advocate to defend her. But the Enquiry Officer has not permitted. Thereafter the petitioner did not attend and participated in the enquiry. The Enquiry Officer, after issuing notice, has proceeded enquiry and examined one witness with muster-roll and found that the petitioner was unauthorized absent from 28-7-91 to 18-7-1992 and continuing.

8. The petitioner has taken the plea that she was not allowed by the Station authorities to work which does not appeal to reason and commonsense. It should be noted

that the petitioner is a permanent employee and working at Tenali after her transfer. If really she was not allowed to work, there must have been written orders to that effect. She must have proceeded and filed an application before the superior officers and further she could have approached the labour union for taking their assistance.

9. It should be noted that the petitioner was appeared at the initial stage of the enquiry. But she did not choose to join duties, even though she was not suspended. The petitioner is having knowledge about the enquiry conducted and she was absent from the date 28-7-1991 till she was removed from service w.e.f. 25-9-98. In view of the conduct on the part of the petitioner that she was absented for more than 7 years and there is no explanation for her absence. The punishment imposed by the Disciplinary Authority is in commensurate to the gravity of charge. I do not see mitigating circumstances to hold that the punishment is not in commensurate to the gravity of charge. Therefore, the petitioner is not entitled for any relief. Hence, the petition is dismissed. An award is accordingly passed.

Dictated to Shri P. Kanaka Raju, LDC, transcribed by him, corrected by me and given under my hand and seal of this Court on this the 5th day of September, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

No oral or documentary evidence adduced on either side.

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3525—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या आई.डी.-74/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2005 को प्राप्त हुआ था।

[सं. एल-12012/284/2000-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. ID No. 74/2000) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 8-9-2005.

[No. L-12012/284/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated : 31st August, 2005

Present :

Shri A.R. Siddiqui, Presiding Officer

I.D. No. 74/2000

I PARTY

Shri Suresh,
S/o Late Venkatappa,
No. 40/2, Marappa
Garden, 3rd Cross,
Benson Town,
Bangalore-560 046.

II PARTY

The Chief General Manager,
Personnel Department,
State Bank of India,
Local Head Office,
No. 48, Church Street,
Bangalore-560 001.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order. No. L-12012/284/2000-IR (B-I) dated 3/7th November, 2000 for adjudication on the following schedule :

SCHEDULE

"Whether the claim of Shri Suresh, former Casual Messenger, under State Bank of India for re-employment and regularization is justified? If not to what relief the workman is entitled?"

2. The case of the first party workman, as made out in the Claim Statement, in brief, is that he joined the services of the Second Party w.e.f. 2-5-87 as Messenger on temporary basis and worked in various branches and his services came to be terminated without issuing any notice. The nature of the work discharged by him was permanent in nature available throughout the year. He worked continuously for 240 days in each calendar year of service. At para 5 of the Claim Statement he has given the details of period of service rendered by him under the Second Party Management as follows :

Para 5 : That the first party workman has worked as a Temporary Messenger under the Second Party Management during the following periods :

Year	Branch	No. of days
May 1987 to April 1988	Jayamahal Extension Branch, Bangalore.	261
May 1988 to April 1989	-do-	301
May 1989 to April 1990	-do-	287
May 1990 to April 1991	-do-	309

Year	Branch	No. of days
May 1991 to April 1992	Jayamahal Extension Branch, Bangalore.	352
May 1992 to November 1992	-do-	207
May 1993 to November 1993	-do-	202
May 1994 to November 1994	-do-	199
June 1995 to January 1996	-do-	205
May 1996 to June 1996	-do-	32
28-6-1997 to 20-8-1997	R.T. Nagar Branch, Bangalore	54
February 1998 to July 1998	Sadashivanagar Branch, Bangalore	156

And the last two tenures were on time scale pay and all other periods were on daily wage basis. The way in which the Second Party management extracted work from the first party workman goes to show that there was permanent availability of work. Despite this, the Second Party management denied the First Party workman the permanent status. Undoubtedly, the aforesaid details show that he has worked continuously for more than 240 days in each calendar year ever since he joined the Second Party management.

3. He contended that during the last two tenures of service he worked on time scale pay and all other periods as a daily wager. Through he carried the work permanent in nature all through the above said period, he was denied the permanent status; that there has been settlement between the management and the recognized union and the temporary employees of the subordinate cadre are categorized into 'A', 'B' and 'C'. Under 'A' category come the employees who have completed 240 days of temporary service in 12 months and the case of the first party comes under the said category and thereby he is entitled to be given top priority when it came to the question of regularization of his services. After the settlement came into force, the management issued circular dated 24-6-88 calling upon the branches to forward the applications of temporary employees for permanent appointment and the Jayamahal Branch of the management by its letter dated 24-9-88 forwarded the application of the first party but no action has been taken to regularize his services. In the meanwhile, the recognised union took up the case of the first party writing a letter dated 29-4-94 pointing out that the denial of work to him amounts to retrenchment seeking regularization of his services but the management did not regularize his services and on the contrary refused any type of employment to the first party after 1-7-98. He was denied regularization of services, though juniors to him have been regularized and there are enough permanent vacancies available to be filled up by temporary daily wage employees. Therefore, the action of the management is the worst kind of unfair labour practice as defined under Section 2(ra) and also suffered from violation of the provisions of

Section 25 F of the ID Act as the termination amounts to retrenchment as defined under Section 2(oo) of the ID Act.

4. The management by its Counter Statement, not disputing the fact that the first party was being engaged by it as a Messenger, however, denied his contention that he was discharging the work of permanent nature. It contended that the first party worked in Jayamahar Extension Branch as a casual worker for 163 days purely on temporary basis being paid daily wages by way of petty cash during the year 1987; that the first party was working on temporary basis against the leave vacancy of the permanent Messengers and never worked for a period of 240 days continuously; that the Bipartite Settlement of 1987 is not applicable to the case of the first party, moreover, the eligibility of the workman to be considered for permanent absorption is subject to age and other qualifications and the temporary employees who worked on time scale service only will be considered for permanent absorption by giving preference, that too, who had done temporary service for required days under time scale wages and not for employees whose services were engaged purely on temporary basis against the leave vacancies of the permanent Messengers of the Bank. Therefore, the first party not being a permanent employee, there was no question of terminating his services and violation of provisions of Section 25F of the ID Act read with Section 2(oo) thereof. It is also not a case of unfair labour practice as alleged by the first party.

5. During the course of trial, the management examined one witness as MW1 by filing his affidavit evidence and no document was produced and marked for the management. His statement in Examination Chief by way of affidavit since is a repetition of the contentions taken in the counter statement need not be once again brought on record. The first party on his behalf also filed an affidavit evidence reiterating the various contentions taken by him in his Claim Statement and in his further examination chief got marked 20 documents at Ex. W1 to W20. They are as under :

1. Copy of the letter written by the Union to the management dated 29-4-1994 (Ex. W1)
2. Copy of the letter dated 9-4-1994 (Ex. W2)
3. Copy of the letter dated 18-3-1994 (Ex. W3)
4. Copy of the service certificate dated 10-8-1994 (Ex. W4)
5. Copy of the notice (Ex. W5)
6. Copy of the Paper notification page 6 dated 1-8-1988 (Ex. W6)
7. Copy of the character certificate/service certificate dated 12-2-1992 (Ex. W7)
8. Copy of the Service/Character Certificate dated 18-5-1992 (Ex. W8)

9. Copy of the Service/Character Certificate dated 21-8-1993 (Ex. W9)
10. Copy of the Service certificate dated 26-11-1992 (Ex. W10)
11. Copy of the Service certificate dated 19-3-1994 (Ex. W11)
12. Copy of the Service certificate dated 30-1-96 (Ex. W12)
13. Copy of the Service certificate dated 30-9-1996 (Ex. W13)
14. Copy of the Service certificate dated 25-11-1997 (Ex. W14)
15. Copy of the Service certificate dated 22-8-1998 (Ex. W15)
16. Copy of the letter dated 17-6-1992 (Ex. W16)
17. Copy of the details of the working days of first party dated 27-5-1991 (Ex. W17)
18. Copies of the petty cash voucher No. 164 (Ex. W18)
19. Copy of the Bank statement for the year 1992 (Ex. W19)
20. Copies of the petty cash voucher No. (Ex. W20)

6. I would like to refer to their statements in cross examination as and when they are found relevant and necessary. Learned counsel for the management argued that the settlement quoted by the first party for the purpose of regularization of his services on the ground that he worked for 240 days in each calendar year coming under the category 'A' is not applicable to his case. His services being engaged on daily wage basis purely on temporary basis against the leave vacancy caused by the permanent Messenger. He argued that the first party has not fulfilled the requirements of Section 25 B as he did not work for 240 days and more continuously during the period of 12 calendar months immediately preceding his alleged termination and therefore, it was neither a case of illegal retrenchment nor a case of illegal termination to attract the provisions of Section 25F read with Section 2(oo) of the ID Act. He took support of the very documents produced by the first party in this context.

7. Whereas, the learned counsel for the first party vehemently argued that undisputedly the first party has been in the service of the management right from the year 1987 till the month of July 1988 rendering his services continuously for a period of 240 days and more in the years 1987, 1988-89, 90-91 and 91-92 and in the rest of the years he could not complete the statutory period of 240 days in all those years not being provided with the work by the management bank. He submitted that when the first

party worked for 240 days and more during the aforesaid years, he came under the category of 'A' as per the above said settlement and therefore, his services ought to have been regularized in the light of the terms of settlement applicable to the first party irrespective of the fact that he worked only on temporary basis. His next contention was that even if the first party has not worked for 240 days and more continuously during 12 calendar months immediately preceding his termination from service, it cannot be said that the management was justified in terminating his services without the compliance of provisions of Section 25 F read with Section 2(o) of the ID Act as undisputedly from 1987 to 1992 each year he worked continuously for a period of 240 days and more for which documentary evidence have been produced by the first party and not disputed by the management. He contended that in order to attract the provisions of Section 25 F, it is sufficient for the first party to prove before this tribunal that he worked for 240 days and more at least any one of the calendar year and it is not necessary that he must have completed above said statutory period during the 12 calendar months immediately preceding his termination. On this point the learned counsel relied upon the following 3 decisions:

1. 1983(1) LLJ Page 30
2. 1985 ILR Page 1390
3. 1981(1) LLJ Page 386

8. First of all coming to the question of claim made by the first party for regularization of his services, is concerned, learned counsel for the first party did not raise this issue very seriously except to say that he fell under the category 'A' as per the said settlement having been completed continuous service of 240 days and more during the years 1987 to 1992. His claim also cannot be entertained for the reason that in the very words of the first party he was working purely on temporary basis being paid daily wages without there being any appointment order as against any sanctioned vacancy. Though he contended that juniors to him have been made permanent, he made no specific reference of any such junior similarly placed being made permanent ignoring his claim or his eligibility to the permanent post. As per his own claim statement he worked on time scale basis only during the year 1997 and 1998 for 54 days and 156 days respectively and that means to say that in this crucial period he did not work for the required 240 days or more apart from satisfying the other requirements such as age, educational and other qualifications. Therefore, in the light of the above, his claim for regularization of his services in my opinion is not tenable.

9. Now coming to the question whether his termination was bad amounting to illegal retrenchment in the light of the provisions of Section 25F read with Section 2(o) of the ID Act. As per his own averment at para 5 of the Claim Statement, right from the year 1993 till the alleged

date of termination in 1988 he did not work for 240 days or more in any one of those years. The documents relevant for the purpose produced by the first party marked at Ex. W14 & W15 read along with his own statement at Para 5 of the Claim Statement will disclose that from 28-6-97 to 20-8-97 he worked for 54 days and from 1-2-98 to 31-7-98 he worked for 156 days. Therefore, even if it takes into consideration, this period of 13 calendar months from June 1997 to July 1998 immediately preceding the date of his alleged termination, the total period of service would come to 210 days, far less than the period of 240 days prescribed under the provisions of Section 25 B of the ID Act.

10. As noted above, learned counsel for the first party was of the view that services of the first party rendered during the period of 12 calendar months immediately preceding his termination cannot be the sole criteria and that for the purpose of Section 25 B it is sufficient if the first party has worked for a period of 240 days and more in any of the calendar year rendering services under the management. In this context as noted above, he cited the aforesaid 3 rulings. I am not inclined to accept the above said argument of learned counsel keeping in view the clear wordings of Section 25 B and in the light of the principle laid down by their Lordship of Supreme Court in the cases reported in AIR 1981 SC 1253, 2002 LLR page 339, 2004 107 FJR 264 SC and also in the light of the principle laid down by their Lordship of SC reported in 1981(1) LLJ page 386 cited on behalf of the first party himself. Provisions of Section 25 B read as under :

"A workman shall be said to be in continuous service for a period if he is for the period in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock out or a cessation of work which is not due to any fault on the part of the workman.

(2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer :

(a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than :

(i) One hundred and ninety days in the case of a workman employed below ground in a mine; and

(ii) Two hundred and forty days in any other case.

11. Therefore, from the above provision of Section 25 (a)(ii) it becomes crystal clear that to fulfil the definition

of service of one year period the workman must render the services of 240 days during a period of 12 calendar months preceding the date with reference to which calculation is to be made i.e. with reference to the date of alleged termination. The principle laid down by their Lordship of Supreme Court at para 12 of the decision in Mohan Lal's case relevant for the purpose reads as under :

Para 12 : Sub-section (2) incorporates another deeming fiction for an entirely different situation. It comprehends a situation where a workman is not in continuous service within the meaning of sub-section (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer for a period of one year or six months, as the case may be, if the workman during the period of 12 calendar months just preceding the date with reference to which calculation is to be made, has actually worked under that employer for not less than 240 days. Sub-section (2) specifically comprehends a situation where a workman is not in continuous service as per the deeming fiction indicated in sub-section (1) for a period of one year or six months. In such a case he is deemed to be in continuous service for a period of one year if he satisfies the conditions in clause (a) of sub-section (2). The conditions are that commencing the date with reference to which calculation is to be made. In case of retrenchment the date of retrenchment, if in a period of 12 calendar months just preceding such date the workman has rendered service for a period of 240 days, he shall be deemed to be in continuous service for a period of one year for the purposes of Chapter VA.

12. Their Lordship have made it abundantly clear that the period of 240 days under the provisions of Section 25 B (2) must be during the period of 12 calendar months just preceding the date of the alleged termination. Their Lordship of Supreme Court in the Range Forest Officer case, at para 3 of the decision once again made the position of law very clear that the workman in the cases like one on hand must prove that he in fact worked for 240 days in the year preceding his termination. Similar was the observations made by their Lordship of Supreme Court in the above said Rajasthan State, Ganganagar case. Therefore, going by the very definition of one year period made under Section 25 B of the ID Act and the observations on the principle laid down by their Lordship of Supreme Court in the aforesaid 3 decisions, there should not be any doubt while arriving at the conclusion that in order to attract the provisions of Section 25 F read with Section 2(oo) of the ID Act, the workman must establish before this tribunal that he worked for 240 days or more during the period of 12 calendar months immediately preceding his alleged termination. In the instant case undisputedly, the first party workman has not fulfilled the above said requirement. The principle laid down by the Hon'ble High Court in the above

said Hutchaiyah's case will not come to the rescue of the first party. Firstly, for the reason that such a question was not directly involved and came before their Lordship to be dealt with. In the said case the Petitioner was a Probationer and undisputedly had put in one year service before his services were discharged. The main point raised in the said case was whether the Petitioners who were still the probationers can fit into the definition of 'Workman' as defined under Section 2 (s) of the ID Act and the answer given was that they do come under the above said definition. His Lordship of Hon'ble High Court in the above said Honnayyas case also was not on the point directly nor such a question was dealt with and decided. A reading of para 15 of the said decisions would reveal that in the said case the counsel for the Corporation relied upon the observations of the Supreme Court in the aforesaid Mohan Lal case and whereas, learned counsel for the Petitioners took support of observations at para 22 of the decision in the said Hutchaiyah's case. His Lordship did not decide this controversy on the point, taking into account the submissions made on behalf of the Corporation in accepting the claim of workman who had worked for 240 days in any year. The question as to whether this 240 days period must be during 12 calendar months period preceding the alleged termination was left open. The principle laid down by their Lordship of Supreme Court in the case of Surendra Kumar Verma and Others cited on behalf of the workman himself, in my opinion will be helping the case for the management rather than the case of the first party. The observations made by their Lordship relevant for the purpose at para 9 of the said decision would read as under :

"After the Amendment Act of 1964, it is not necessary for an employee must have been in employment during the preceding period of 12 calendar months in order to clarify within the terms of Section 25 B. It is sufficient to the workman has actually worked for not less than 240 days in a period of 12 months".

13. The aforesaid principle laid down by their Lordship cannot be read in the sense that the workman should complete 240 days of service in a period of 12 months not immediately preceding his alleged termination but at any time. The question involved in the said case was as to whether the workman should complete service of 240 days covering the whole period of 12 months or is it sufficient if he completed the period of 240 days service within 11 months itself in a period of 12 months and this should be the service rendered by the workman immediately preceding the alleged date of termination. Therefore, in the instant case the first party, undisputedly, since has not worked for 240 days or more continuously during the period of 12 calendar months i.e. from July 1997 to July 1998, he cannot avail the benefits under Section 25 F of the ID Act. Provisions of Section 2(oo) of the ID Act therefore, will not

come into play and it cannot be said that it was a case of illegal retrenchment or a case of illegal termination.

14. In the result the reference must fail and hence the following award is passed.

AWARD

The reference is dismissed. However, keeping in view the undisputed fact that the first party had been in the employment of the management for a pretty long time of more than 10 years starting from 1987 and also worked on time scale basis in his last tenure of service, the management shall take into consideration his services for the purpose of re-employment atleast on temporary basis. No order to cost.

(Directed to PA, transcribed by her, corrected and signed by me on 31st August, 2005)

A.R. SIDDIQUI, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3526—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चंडीगढ़ के पंचाट (संदर्भ संख्या आई डी-245/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2005 को प्राप्त हुआ था।

[सं. एल-12012/244/1999-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. ID 245/99) of the Central Government Industrial Tribunal/Labour Court, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 8-9-2005.

[No. L-12012/244/1999-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. 245/99

Naresh Kumar Son of Shri Amar Nath,
Resident of Roopo Majra,
P.O. Dhurkhara,
District Ambala, (Haryana)

... Applicant

Versus

Assistant General Manager,
Region-I, State Bank of India,
Zonal Office, Haryana,
SCO No. 186-87, Sector 8,
Chandigarh

... Respondent

APPEARANCES

For the Workman : Workman with Jasbir Singh,
Advocate

For the Management: Shri VK. Sharma

AWARD

Passed on 22-8-2005

Central Govt. vide No. L-12012/244/99-IR (B-I) dated 11th of November, 1999 has referred the following dispute to this Tribunal for adjudication :

"Whether Shri Naresh Kumar, Canteen Boy, Kurukshetra University branch of State Bank of India is a workman under the I.D. Act, 1947. If so, whether the action of the State Bank of India represented by Assistant General Manager, Region-I, State Bank of India, Zonal Office, Haryana, Chandigarh in terminating his services w.e.f. 7-5-96 is justified and legal ? If so, what relief the workman is entitled to and from which date ?"

2. Workman filed the claim statement claiming that he was appointed as Canteen Boy by the Local Implementation Committee (hereinafter referred to as LIC) State Bank of India Kurukshetra University branch Kurukshetra on a consolidated monthly wages of Rs. 500. Although being paid wages through the LIC, the workman worked as a messenger in the branch of SBI. That the applicant also filed claim application u/s 33 C(2) of the I.D. Act, 1947. That annoyed by the above filling of the LCA his services were terminating through LIC w.e.f. 6-5-96. That the termination is illegal. No notice of one month or pay in lieu of that was given. No retrenchment compensation was paid. Therefore, the applicant is entitled for reinstatement with continuity of service with full back wages and all consequential relief.

3. Management filed written statement raising preliminary objection that there is no relationship of employer and employee between the workman and the management of State Bank of India as workman is an employee of LIC. It is also asserted in the written statement further on merits that workman has admitted that he was engaged as canteen boy by the LIC on a monthly salary of Rs. 500 per month. It is denied that workman was performing the duties of a messenger. That since the petitioner was not appointed by the bank, therefore, appointment of the petitioner as alleged is irrelevant in the context of the controversy raised in the matter against the State Bank of

India. It is also prayed that workman is not entitled to any relief as there is no violation of any provisions of the I.D. Act, 1947.

4. Workman filed replication wherein he controverted the written statement and reaffirm the contents of the claim statement.

5. In evidence workman filed his affidavit Ex. W1 and examined himself as WW1 and one record clerk of the office who produced record as WW2.

6. The management in support of its case examined MW1 V.K. Chhiber, Deputy Manager SBI Kurukshetra University Branch, Kurukshetra. Written arguments were filed by the workman as well as by the management. Oral arguments were also addressed by both the parties.

7. Learned counsel for both the parties admitted that the LCA filed by the workman has been consigned to record sine die, as the decision of the LCA shall be based upon the decision of this industrial dispute.

8. Learned counsel for the workman in arguments submitted that workman was appointed as a messenger with the bank and he never worked as canteen boy. On 6-5-96, services of the workman were terminated by the management. Workman was neither given one month notice and he was also not paid the retrenchment compensation at the time of termination of his service. The respondent's simple plea is that workman was not given employment and not appointed by the State Bank of India and he has worked as canteen boy. Workman produced his affidavit Ex. W1 and produced through WW2, record which was in the custody of the bank. Respondent witness Shri V.K. Chhiber is not a relevant witness as he was not aware of the fact as he was not working in the branch during the relevant period. So the workman has proved his case and documents W2 to W25. The respondent has not rebutted the documents produced by the workman in Court. Workman proved his case that he worked in the bank and he has received the payments from the bank, besides these cheques were given to him. It is proved that the management has not complied with the provisions of the Section 25 F of the I.D. Act and also in view of the judgement of the Hon'ble Supreme Court in Indian Overseas Bank reported in SCT 2000(2) 682 wherein is held that such employees are employees of the bank so in view of the above judgement the workman is entitled for reinstatement in service with full back wages.

9. On the other hand, learned representative of the management Shri V.K. Sharma submitted in argument that the law referred by the workman is not applicable in this case and the law referred by the management i.e. the judgement of the Hon'ble Supreme Court in State Bank of India and others Vs. State Bank of India Canteen Employees Union (Bengal Circle) & others AIR 2000 S.C. page 1518 following the earlier judgement in case of Reserve Bank of

India reported in 1996 S.C. 1241 wherein it is held that employees of canteen which are run at various branches by the LIC as per the welfare scheme framed by the State Bank of India should not become employee of the Bank as the bank is not under any statutory or contractual obligation or obligation under the Award to run such canteen. He submitted that workman who was not the employee of the bank is, therefore, not a workman qua the State Bank of India as there was no privity of contract of service between the management and the workman and when the workman was not employee of the management, then the question of terminating his services by AGM, Region-I does not arise and the workman has failed to prove the same. Further that the judgement of Hon'ble Supreme Court in the case of IOB is not applicable in the present case as the same deals with the scheme for running canteen by the co-operative of Staff of Indian Overseas Bank which has no bearing on the scheme of State Bank of India. The Hon'ble Supreme Court has laid down law in respect of scheme of the staff welfare activities of State Bank of India, in the judgement AIR 2000 referred above and this judgement was delivered by the Hon'ble Supreme Court after the judgement in Indian Overseas Bank case, therefore this judgement IOB case is not applicable in the present case. Similarly the copies of receipts/bills submitted by the workman do not prove anywhere that he had worked as a messenger employed by SBI and had privity of contract of employment. In view of the above it is prayed that the award may be passed in favour of the management.

10. In view of the above submissions of both parties and my perusal of written arguments and oral arguments I have found that workman examined two witnesses to prove his claim i.e. WW1 himself and WW2 J.P. Sharma who produced the record. I have found that in cross-examination WW1 apart from admission in his claim statement that he was appointed as canteen boy by the LIC w.e.f 25-11-1991 and that wages have been paid through the LIC. Workman admitted in his cross-examination that he was not given any appointment letter or termination letter by the bank. He has also submitted that on paper he is working as canteen boy. WW2 J.P. Sharma who produced vouchers in cross-examination admitted that Naresh Kumar has received amount as a canteen boy of LIC, i.e. all payments he received as a canteen boy of LIC.

11. I have also found that at the same time MW1 the only witness of the management denied that cheques of purchase of sugar tea etc. is issued in the name of canteen boy but actually it is issued in the name of LIC. He also deposed on oath that messenger is a permanent employee. He had never asked the canteen boy to do regular work of a messenger work of the bank. He did not know whether some workman was regularized. He denied that workman was an employee of the bank and not a canteen boy of LIC. I have found that workman who admitted in his claim statement and in his statement on oath in the court that he

was appointed as a canteen boy on a consolidated salary of Rs. 500 per month. But in his evidence on oath he improved it by saying that on papers he though working as canteen boy but he did not know whether he was paid through cheques from the bank or from the LIC account. He also admitted that he was not marking his attendance in any register. On perusal of entire evidence and record and submissions, I have found that learned counsel for the workman has relied on the judgement of the Hon'ble Supreme Court in the case of IOB case (supra) which as per management is distinguishable and the same is not applicable. He also while referring to the judgement orally submitted that as per the judgement of the workman, it is distinguishable and not applicable on the ground that in the present judgement relied by the workman on the point of employer and employee relationship, employees of a canteen in the establishment of a bank is managed through a cooperative body of bank employees but substantially being financed and subsidized by the bank. All the utensils, furniture, building and the infrastructure being provided by the bank. Bank maintaining their service record, PF and ESI being contributed by the bank in addition to periodical medical examination. Whereas specifically held in the case of State Bank of India, the present management, the Hon'ble Supreme Court relying on a judgement of Reserve Bank of India held that the employees of canteen employed by the LIC are not the employees of the bank. Workman admitted in his claim statement that he was appointed by the LIC at a monthly consolidated wages of Rs. 500. In his statement on oath, he has improved his version saying that on paper he was employed as canteen boy. On perusal of payment vouchers, I have found that these vouchers wherein payment was made to the workman are not the vouchers of payment of salary to him as the amount is always a petty amount in all vouchers and the petty work done for these payments do not make him a messenger.

12. On the other hand on oath it is admitted by MW1 that post of a messenger is a permanent post and undisputedly even the workman has admitted that he was not appointed as messenger and that he was appointed as canteen boy by the LIC. The ratio applied by the workman that in view of the judgement of the Hon'ble Supreme Court in IOB case as canteen boy is a bank employee to which the management has strongly opposed and distinguished on the ground that SBI judgement in the case of the present management against a canteen boy is a later judgement and this on the fact and circumstances and law prevailed connected with the affairs of the State Bank of India and thus fully applicable.

13. In view of the above submissions, in my view of the considered view that the judgement referred by the management of the Hon'ble Supreme Court in SBI case as it relates to the similar facts, circumstances and law with due apology to Their Lordships that the later law of the Supreme Court in SBI's case is fully applicable and relying on the

judgement I hold that the petitioner Naresh Kumar is not the workman of the State Bank of India and he was employed as canteen boy by the LIC. There was no privity of contract of service between the State Bank of India and the petitioner Naresh Kumar. Hence there is no question of appointing him even as a canteen boy or a messenger or his termination of service by the State Bank of India. As there is no privity of contract, there is no contravention or violation of the provisions of Section 25F of the I.D. Act qua the State Bank of India against the workman Naresh Kumar. The reference is answered against the workman and in favour of the management holding that workman who was working as a canteen boy appointed by the LIC in SBI is not a workman qua the State Bank of India is, therefore, not entitled to any relief. The reference is answered accordingly. Central Govt. be informed. File be consigned to record.

Chandigarh

Dated : 22-8-2005.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. ओ. 3527—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अजमेर के पंचाट (संदर्भ संख्या आई डी-1/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-2005 को प्राप्त हुआ था।

[सं. एल-41012/48/97-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3527—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-1/98) of the Industrial Tribunal/Labour Court, Ajmer now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 08-09-2005.

[No. L-41012/48/97-IR (B-1)]

AJAY KUMAR, Desk Officer

अनुबंध

श्रम न्यायालय एवं औद्योगिक न्यायाधिकरण, अजमेर (राज.)

पीठासीन अधिकारी: श्री जी.एस. खेड़ा, आर.एस.के.एस.

प्रकरण संख्या: सी.एल.सी.आर. 01/1998

(सं. एल-41012/48/97-आई.आर. (बी-1)-327-TI-98)

मंडलाधिकारिक सं. 88-TI-05 की तारीख के आदेशों के अंतर्गत

पश्चिम रेलवे कर्मचारी परिषद् के अग्रणी हितों के संरक्षण के लिए

उद्देश्य के अंतर्गत, कर्मचारी के हितों के संरक्षण के लिए

कर्मचारी के हितों के संरक्षण के लिए, कर्मचारी के हितों के संरक्षण के लिए

बनाम

मंडल रेल प्रबंधक, पश्चिम रेलवे, अजमेर

...अप्रार्थी

उपस्थित :

श्री विजय खन्ना, विद्वान अधिवक्ता, प्रार्थी

श्री बी. डी. भर्गव, विद्वान अधिवक्ता, अप्रार्थी

दिनांक : 17-8-05

निर्णय/अवार्ड

केंद्र सरकार द्वारा प्रेषित विवाद निम्नानुसार है :—

“मंडल रेल प्रबंधक, पश्चिम रेलवे, अजमेर के द्वारा कर्मकार श्री रमेश डी. को दि. 7-5-86 से टिकट संग्रहकर्ता का वेतनमान 950-1500 नहीं है एवं कर्मकार का स्थानांतरण अजमेर से बनास किया जाना उचित एवं वैध है यदि नहीं, तो कर्मकार किस राहत का अधिकारी है ?”

नोटिस के उपरान्त उभयपक्ष उपस्थित आये। प्रार्थी ने प्रतिपक्ष के विरुद्ध प्रस्तुत क्लेम के विवरण में अंकित किया है कि प्रार्थी की पदोन्नति वाणिज्य लिपिक वेतनमान 975-1540 में मंडल रेल प्रबंधक (स्थापना) के पत्र दि. 21-5-90 के द्वारा किया गया किंतु प्रार्थी ने अपने आवेदन पत्र दि. 17-7-90 एवं 17-9-90 के माध्यम से टिकट संग्रहक वेतनमान की मांग की परंतु उस पर कोई विचार नहीं किया गया। जबकि अन्य कर्मचारियों का पद परिवर्तन का प्रार्थना पत्र दि. 24-10-90 के द्वारा स्वीकार किया गया। प्रार्थी ने पूर्व में भी दि. 7-5-86 से 15-1-88 तथा 15-11-88 से 2-6-90 तक टिकट संग्रहकर्ता के पद पर तदर्थ आधार पर कार्य किया है। जब प्रार्थी का चयन वाणिज्य लिपिक के पद पर किया गया, उस समय प्रार्थी टिकट संग्रहकर्ता के पद पर था। परंतु फिर भी प्रार्थी को पदावनत कर खलासी बना दिया गया जो सर्वोच्च न्यायालय के निर्णय के विरुद्ध है क्योंकि 18 माह तक लगातार तदर्थ आधार पर बिना किसी दोष या अक्षमता के कार्य करने के पश्चात् पदावनत नहीं किया जा सकता। रेल प्रशासन के पत्र दिनांक 2-8-96 के द्वारा प्रार्थी के स्थानांतरण आदेश स्पष्ट नहीं है जबकि उपरोक्त स्थानांतरण आदेश कार्यालय पत्र दि. 3-8-95 के तहत रद्द हो चुका है एवं उसी पत्र में प्रार्थी को पुनः सेल कोरियर में आदेश हो चुके हैं। प्रार्थी से कनिष्ठ कर्मचारी वर्तमान तथा पूर्व में अजमेर में कार्यरत है जबकि प्रार्थी का स्थानांतरण कर बनास भेजने की कोशिश की जा रही है। रेल प्रशासन प्रार्थी को अजमेर में कार्य पर नहीं ले रहे हैं तथा पिछले 22 माह से वेतन भुगतान नहीं कर रहे हैं। श्रम न्यायालय अजमेर के आदेश दि. 24-2-96 के बावजूद रेल प्रशासन ने प्रार्थी की सेवा शर्तों में परिवर्तन पर परिवर्तन किया है। टिकट संग्रहकर्ता का वेतनमान नहीं देना और अजमेर से बाहर स्थानांतरण कर देना अवैध है क्योंकि प्रार्थी टिकट संग्रहण गाड़ी बाबू एवं टेलीग्राफ सिग्नल की परीक्षा दि. 20-11-88 में सफल घोषित किया गया। चयन समिति ने वाणिज्य लिपिक के पद पर पदोन्नति के लिए उपयुक्त पाया जिस सूची में प्रार्थी का नाम क्र. 6 पर रखा गया है। टिकट कलेक्टर के पद का वेतनमान कामिश्नल क्लर्क वेतनमान से कम है इसलिए पद परिवर्तन की मांग उचित है। प्रार्थी ने चौदह पत्रों जिनका

उल्लेख पैरा सं. 17 के उप-पैरा 4 में किया गया है, पद परिवर्तन की किंतु कोई परवाह नहीं की न स्थानांतरण का मामला तय किया न ही टिकट संग्रहकर्ता का वेतनमान दिया। री-स्ट्रक्चरिंग आदेशों के अनुसार प्रार्थी से पदोन्नत कर कोरियर के पद पर अजमेर में ही स्थापित किया गया। प्रार्थी को 2-8-96 या 5-8-96 के आदेश देकर ड्यूटी पर नहीं लेने के अवैध आदेश पारित कर रखे हैं। अंत में प्रार्थी को दि. 7-5-86 से टिकट संग्रहकर्ता का वेतनमान मय समस्त बकाया के दिलवाने तथा प्रार्थी के स्थानांतरण के मामले को निर्णीत कर ड्यूटी पर लेने के आदेश पारित करने की प्रार्थना की है।

प्रतिपक्षी ने अपने उत्तर में अंकित किया है कि प्रार्थी कार्यालय आदेश दि. 5-10-90 के द्वारा दर्जा चार से सहायक माल बाबू के पद पर पदोन्नत किया जाकर बांगड़ ग्राम साइजिंग पर पदस्थापित किया गया था। पद परिवर्तन के कोई प्रार्थना पत्र प्रतिपक्षी को प्राप्त नहीं हुए हैं। दि. 24-1-90 के आदेश जारी होना स्वीकार किया है। प्रार्थी को टी. सी. के पद पर स्थानापन्न रूप से स्थानीय आधार पर लगाया गया था। वाणिज्य लिपिक के पद पर चयन बोर्ड द्वारा चयनित होने के पश्चात् प्रार्थी को ट्रेनिंग के लिये भेजा गया ट्रेनिंग में सफल होने पर प्रार्थी को पदोन्नति दी गयी। प्रार्थी निश्चित अवधि के पद कोरियर (टेन्थोर पोस्ट) पर कार्यरत था जिसकी निश्चित अवधि समाप्त होने पर प्रार्थी अपने माल बाबू के मूल पद पर दि. 18-7-97 के आदेश द्वारा पदस्थापित किया गया। श्रम संगठन के अनुरोध पर अस्थाई तौर पर रोक लगा दी थी दि. 2-8-96 के आदेश के अंतर्गत प्रार्थी का स्थानांतरण पुनः बनास से बनास यथावत् रखा गया। प्रार्थी का स्थानांतरण अजमेर से बनास दि. 2-8-96 को हो चुका है किंतु प्रार्थी पालना नहीं कर रहा है। प्रार्थी को दि. 5-8-96 को अजमेर से बनास हेतु कार्यमुक्त कर दिया गया है किंतु वह अनाधिकृत रूप से अनुपस्थित चल रहा है। प्रार्थी ने बनास ड्यूटी ज्वाइन नहीं की। प्रतिपक्ष सेवा शर्तों में कोई परिवर्तन नहीं किया। बनास साइजिंग निजी संस्था जे. के. सीमेंट द्वारा संचालित है। प्रार्थी ने बनास में कार्यभार ग्रहण नहीं किया। अतः जे. के. सीमेंट के अनुरोध पर वहां अन्य कर्मचारी को पदस्थापित किया गया और प्रार्थी को रेल विभाग के अधीन अन्य रिक्त स्थान एफ सी आई गांधीधाम स्थानांतरित दि. 2-3-97 द्वारा किया गया। वहां भी प्रार्थी ने कार्यभार ग्रहण नहीं किया। अंत में प्रार्थनापत्र निरस्त करने की प्रार्थना की है।

प्रार्थी ने अपने क्लेम की संपुष्टि में स्वयं का शपथ-पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है और प्रलेखीय साक्ष्य में प्रदर्श डब. 1 से प्रदर्श डब. 54 तक प्रदर्शित करवाकर प्रस्तुत किये। प्रतिपक्षी ने रवि शर्मा प्रधान लिपिक का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया और प्रलेखीय साक्ष्य में प्रदर्श एम-1 से एम-25 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत कीं।

उभयपक्ष का श्रवण किया, पत्रावली का आध्योपांत अध्ययन किया। प्रार्थी द्वारा प्रस्तुत दृष्टांत जेठानंद एवं अन्य बनाम भारत संघ एवं अन्य फुलबैच के जजमेंट (कैट) का ससम्मान् अवलोकन किया।

जेठानंद के उक्त दृष्टांत में कैट की पूर्ण पीठ ने यह निर्णीत किया है कि एक रेलकर्मी तदर्थ आधार पर पदोन्नति के पद को ग्रहण करता है वह 18 माह पूर्ण होने से पूर्व किसी भी समय पदावनत किया जा

सकता है। यदि चयन परीक्षा में उत्तीर्ण नहीं होता है तो वह 18 माह पश्चात् भी पदावनत किया जा सकता है। इसके अतिरिक्त चतुर्थ श्रेणी रेलकर्मियों तृतीय श्रेणी पदों पर तदर्थ आधार पर स्थानापन्न है उन्हें परीक्षा उत्तीर्ण करने हेतु अनेक अवसर दिये जाने चाहिए। प्रस्तुत मामले में प्रार्थी ने दि. 7-5-86 से टिकट संग्रहकर्ता के पद पर तदर्थ आधार पर वेतनमान दिलाये जाने की मांग की है। प्रार्थी के क्लेम के अनुसार उसने दि. 7-5-86 से 14-1-88 तक तथा 15-11-88 से 2-6-90 तक टिकट संग्रहकर्ता के पद पर कार्य किया है। इसके विपरीत प्रार्थी ने अपने शपथपत्र में दूसरी बार 16-12-88 से 2-6-90 तक अर्थात् 17 महीने 18 दिन तक टिकट कलेक्टर के पद पर तदर्थ आधार पर कार्य करना अंकित किया है। प्रतिपक्षी के साक्षी ने अपने शपथ पत्र में अंकित किया है कि प्रार्थी ने लीव एवं सिक व्यक्ति के विरुद्ध स्थानापन्न रूप से 1-1-89 से 30-7-89 तथा 19-8-89 से 9-1-90 तथा 10-1-90 से 31-1-90 तक तथा 1-3-90 से 2-6-90 तक कार्य किया है। प्रार्थी ने निरंतर 18 माह से अधिक कार्य करने को सिद्ध नहीं किया है। प्रार्थी ने अपने क्लेम में 15-11-88 से 2-6-90 तक टिकट संग्राहक के रूप में कार्य करना तदर्थ आधार पर अंकित अवश्य किया है किंतु शपथ पत्र में 16-12-88 से 2-6-90 तक तदर्थ आधार पर कार्य करना अंकित किया है। इससे स्पष्ट है कि प्रार्थी के अनुसार भी उसने इस अवधि में 17 माह 18 दिन ही कार्य किया है। इस प्रकार इस अवधि में प्रार्थी ने प्रार्थी के अनुसार ही 18 माह तक निरंतर कार्य नहीं किया और 18 माह से पूर्व ही उसको पदावनत कर दिया गया है। इस प्रकार उक्त दृष्टांत प्रस्तुत प्रकरण में लागू नहीं होता। दि. 7-6-86 से 14-1-88 तक निरंतर टिकट संग्रहकर्ता के पद पर तदर्थ आधार पर कार्य करने से पदावनति को प्रस्तुत प्रकरण में प्रार्थी ने चुनौती नहीं दी है। प्रार्थी को लिखित परीक्षा उत्तीर्ण करने पर ट्रेनिंग के पश्चात् वाणिज्य लिपिक के पद पर पदस्थापित किया गया और इससे पूर्व ही (ट्रेनिंग से पूर्व) प्रार्थी को टिकट संग्रहकर्ता के तदर्थ पद से खलासी के पद पर निरंतर 18 माह पूर्ण होने से पूर्व ही पदावनत कर दिया गया। अतः तदर्थ आधार पर संग्रहकर्ता के पद की अवधि का प्रार्थी लाभ प्राप्त करने का अधिकारी नहीं है। प्रार्थी को पदोन्नति के पश्चात् वाणिज्य लिपिक के पद से टिकट संग्राहक के पद पर पद परिवर्तन की प्रार्थी के प्रार्थना पत्र को निरस्त किये जाने का जहां तक संबंध है, प्रार्थी को वाणिज्य लिपिक से टिकट संग्राहक के पद पर पदोन्नति के पश्चात् पद परिवर्तन का अधिकार दिया यह प्रार्थी नहीं बता पाया है। कुछ व्यक्ति वाणिज्य लिपिक या अन्य पद से पद परिवर्तन कर दिये जाने मात्र से प्रार्थी को किस प्रकार अधिकार प्राप्त हो गया है यह भी प्रार्थी सिद्ध नहीं कर पाया है। टिकट संग्राहक के पद पर कुछ समय तक तदर्थ आधार पर कार्य कर लेने मात्र से पदोन्नति पर पुनः उसी पद पर पदोन्नत किये जाने का अधिकार किसी व्यक्ति को नहीं मिल सकता जबकि प्रार्थी के मामले में प्रार्थी ने पदोन्नति के पश्चात् वाणिज्य लिपिक की ट्रेनिंग भी कर ली और कार्यभार भी ग्रहण कर लिया है। इस प्रकार प्रार्थी 7-5-86 से टिकट संग्रहकर्ता का नियमित वेतनमान प्राप्त करने का अधिकारी नहीं माना जा सकता।

जहां तक प्रार्थी का अजमेर से बनावस स्थानांतरण किये जाने की वैधता का संबंध है, यह स्थानांतरण किस प्रकार अवैध है, प्रार्थी नहीं बता पाया है। प्रतिपक्षी के किसी अधिकारी की दुर्भावना या लघु अवधि

में अनेक स्थानांतरण किये जाने से दुर्भावना भी प्रकट नहीं की है। प्रार्थी का केवल अजमेर से बनावस एक ही स्थानांतरण किया गया और प्रार्थी के उस पद पर कार्यभार ग्रहण नहीं करने पर वहां अन्य व्यक्ति का पदस्थापन किया गया और प्रार्थी का स्थानांतरण गांधीधाम किया गया। प्रार्थी की सेवा शर्तों में क्या परिवर्तन किया गया इसका भी उल्लेख प्रार्थी ने अपने क्लेम में नहीं किया है। अतः यह नहीं माना जा सकता कि सेवा शर्तों में कोई परिवर्तन किया गया।

इस प्रकार प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि मंडल रेल प्रबंधक, अजमेर द्वारा कर्मकार श्री रमेश डी. को दि. 7-5-86 से टिकट संग्रहकर्ता का वेतनमान नहीं देना एवं कर्मकार का स्थानांतरण अजमेर से बनावस किया जाना उचित एवं वैध है। प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

जी. एस. शेखावत, न्यायाधीश

निर्णय/अवार्ड आज दि. 17-8-05 को खुले न्यायालय में सुनाया गया। अवार्ड की प्रति नियमानुसार केंद्र सरकार की वास्ते गजट में प्रकाशन प्रेषित की जावे।

नई दिल्ली, 8 सितम्बर, 2005.

का. अ. 3528—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या आई डी-99/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-09-2005 को प्राप्त हुआ था।

[सं. एल-12012/160/99-आई. आर. (बी.-3)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 99/99) of the Central Government Industrial Tribunal /Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 08-09-2005.

[No. L-12012/160/99-IR (B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
BANGALORE**

Dated : 30th August 2005

PRESENT

Shri A. R. Siddiqui, Presiding Officer

C. R. No. 99/99**I PARTY****II PARTY**Shri Ramalingam,
No. 347/4, 3rd Main 'C',
OMBR Lay Out,
Bangalore-560043The Regional Manager,
State Bank of India,
Zonal Office,
Church Street,
Bangalore-1**AWARD**

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/160/99/IR (B-1) dated 5th August 1999 for adjudication on the following schedule :

SCHEDULE

"Whether Sri Ramalingam, Temporary Security Guard had worked for 240 days. If so whether the action of the management of State Bank of India in refusing employment to the disputant is justified? If not, to what relief the workman is entitled to?"

2. The case of the first party workman, as made out in the Claim Statement, briefly, stated is that after having retired from Indian Army Service for having worked for a period of 22 years, he got his name registered with Zila Sanik Board and his name being sponsored by the said board to the Second Party Management, he was called upon to join duty being selected in the interview and he joined the duty at the local head office of the management as per the appointment order on 16-1-91. He worked at different branches namely, Ulsoor, Shivajinagar as a temporary Messenger having an excellent record of service till he was terminated w.e.f. 24-8-1998; that in the month of November 1992 he was called for the interview for the post of subordinate staff but could not get through the interview not being found fit for the post. Even then the management allowed the first party in service till the year 1998 and then he was refused work for no valid grounds; that too, without any notice or payment of compensation amount and therefore, the action of the management was in gross violation of Provisions of Section 25 H and G read with Section 2 (ra) and Section 25 F read with Section 2 (oo) of the ID Act.

[(1.8)-91] The management by its counter statement, not disputing the fact that the first party was sponsored

through the above said board and was engaged by it as a temporary Guard from 16-1-91, purely on temporary basis however, contended that he was being engaged by the management as a Security Guard whenever the permanent Security Guard used to go on leave. It contended that the first party was not selected for permanent post as Watchman or Guard during the course of interview held but was being engaged on temporary basis even after he failed in the interview. Therefore, the management contended that the nature of the work being carried out by the first party being temporary, there arose no question of terminating his services and thereby violating the provisions of Section 25 F and other provisions of the ID Act.

4. During the course of trial, the management examined one witness as MW1 without getting marked any document. His statement in examination chief being a replica of the contentions taken by the management in the Counter Statement need not be once again repeated. The first party on his part filed an affidavit evidence and in his further examination chief got marked 5 documents at Ex. W1 to W7. Ex. W1 is the order of appointment of the first party as Part time Sweeper-Cum-Water Boy on temporary basis dated 27-7-1995. It pertains to Ulsoor branch. Ex. W2 is the certificate dated 26-3-1998 issued by the Chief Manager, Shivajinagar Branch, certifying to the effect that the first party worked for a period of 200 days from April, 1997 to October, 1997. Ex. W3 is the certificate dated 27-8-1998 issued by the Branch Manager, Shivajinagar branch giving out the statement of the days worked by the first party as 232 days from January, 1998 to August, 1998. Ex. W4 is the certificate dated 19-6-96 issued on behalf of the branch Manager, Ulsoor, Bangalore to certify the fact the first party worked for a total period of 200 days from September, 1995 to December, 1995 and January, 1996 to March, 1996. Ex. W5 is the Xerox copy of the letter issued to first party dated 6-9-95 in response to his letter dated 4-9-95 stating that the first party worked at the local Head Office, Bangalore as a Temporary Watchman for a period of 396 days between 16-1-91 to 25-1-93. Ex. W6 and W7 are the two representations made by the first party, one to the General Manager and another to the Personnel Officer dated 4-12-92 and 10-9-98 respectively. I would like to come to the statement of the first party and the management witness in their cross-examination as and when found relevant and necessary.

5. Learned counsel for the management vehemently argued that the documents produced by the first party are from the respective Branch Managers and not from the management itself and therefore, they cannot be relied upon. His next contention was that as per the very documents at Ex. W2, W3, W4 & W5, the first party has not worked for a period of 240 days and more during the years 1991 to 1993, 1995 and 1997 as well as during the year 1998 and therefore, his case does not fall under

Section 25 B of the ID Act and in the result even if it is taken for granted that the first party was refused work in the month of August, 1998, he being a temporary worker engaged on daily wage basis, it cannot be a case of either illegal retrenchment or illegal termination warranting the compliance of Provisions of Section 25 F (a & b) of the ID Act.

6. Whereas, learned counsel for the first party argued that first party is in the service of the management working as temporary Sweeper-cum-Water Boy as well as discharging the work of Security Guard right from the year 1991 up till the year 1998 and this fact has been established by the first party in his oral testimony as well as the documents produced, the genuineness of which has not been disputed or challenged by the management. In order to substantiate the fact that the first party worked for a period of 240 days and more during the 12 calendar months immediately preceding his termination from service, the learned counsel relied upon the certificates at Ex. W2 and W3 and submitted that these certificates having been issued by the Branch Managers concerned working under the management, their evidentiary value cannot be questioned particularly, when the management has failed to produce any piece of paper to suggest that the first party did not work for the above said period before his services have been terminated. After having gone through the records, I find very much substance in the arguments advanced for the first party.

7. As per the point of reference, the first party was called upon to substantiate before this tribunal that he worked 240 days and more and therefore, the action of the management in refusing work to him was not justified. To substantiate this fact as seen above, the first party examined himself as WW1 and got marked as many as 7 documents. His statement in examination chief speaking to the fact that he was in the service of the management right from the year 1991 till he was refused work in the month of August 1998 has remained very much unshaken in his cross-examination for the management. There was absolutely no suggestion on the part of the management that he was not in the service of the management during the aforesaid period. The only suggestion made to him was that his documents at Ex. W1 to W3 will not disclose that he worked for 240 days with any branch in a particular year and there was no written appointment order to him. The first party denied the first suggestion but admitted the Second suggestion to the effect that there was no written appointment order to him by the management. In the last, a suggestion was made to the first party that documents at Ex. W1 to W3 are not from the management and that they are from the branches working under the management. Therefore, there was neither a suggestion to the first party that he was not in the service of the management working under different branches during the period from 1991 to 1998 nor a suggestion was made to

him disputing the genuineness or the veracity of the documents produced by him by way of the aforesaid certificates. Now let us see whether the statement of first party that he worked continuously for a period of 240 days and more during 12 calendar months immediately prior to his alleged termination gets support from any written document. As seen above, as per Ex. W2 issued on 26-3-1998, a certificate has been issued by the Chief Manager, Shivajinagar Branch on behalf of State Bank of India, Chief Manager, Shivajinagar certifying to the effect that the first party worked for 240 days from April, 1997 to October, 1997. Ex. W3 dated 27-8-98 would reveal that from January, 1998 to August, 1998 the first party worked for a period of 232 days. Therefore, if we read these two certificates at Ex. W2 and W3, together, it can be very well gathered that during the period from August, 1997 to August, 1998, which is the period relevant for the purpose, the first party undisputedly worked for a period of 240 days and more. That means to say that during these 12 calendar months, immediately preceding his alleged termination, the first party was in the service of the management continuously for a period of 240 days and more satisfying the definition as provided under Section 25-B of the ID Act. As noted above, there has been no evidence contrary on the part of the management to challenge or controvert the above said oral testimony as well as the documentary evidence produced by the first party. The management witness except to repeat the stand taken by the management in its Counter Statement has not done anything advancing the cause of the management in his affidavit filed before this tribunal and on the other hand in his cross-examination he admitted that the first party worked in Shivajinagar local head office at Bangalore and other branches but did not work under him at any time. He was unable to say that the first party has taken against leave vacancy or on whose leave vacancy his services were being taken. Further he admitted the fact that the first party was discharging the work of Messenger at times which was being carried out by the permanent Messenger. The most crucial statement of MW1 in his cross-examination is the admission made by him to the effect that their office is maintaining the attendance register and it was being signed by the first party and that the job of the first party as a Security Guard and Messenger was permanent in nature. Therefore, from the above said statement of MW1, if anything can be made out is the fact that the first party was in the service of the management right from the year 1991 up to 1998 and that he was carrying out the job of Messenger, which was a job of Security Guard in different branches of the management. Therefore, his statement, instead of helping the case of the management will help the case of the first party in many respects. The stand taken by the management that the first party did not work for a period of 240 days and more in any of the calendar year much less any calendar year preceding his alleged termination as already noted above

has not been substantiated by cogent oral or documentary evidence. The statement of MW1 on the point is very much useless. Whereas, no document is produced by the management to rebut the case of the first party made out in his oral testimony as well as in the documents referred to supra. Although MW1 admitted that there is an attendance register being signed by the first party, unfortunately, it was not produced before this tribunal. Therefore, in the light of the above, there is no doubt in the mind of this tribunal to come to the conclusion that the first party worked for a period of 240 days and more during the period of 12 calendar months from August, 1997 to August, 1998 immediately preceding the date of his termination from service. This being the position of fact, it was rightly argued for the first party that the management would not have terminated the services of the first party without the compliance of the provisions of Section 25 F (a & b) of the ID Act read with Section 2 (oo) thereof. It is a clear cut case of illegal retrenchment as defined under Section 2(oo) of the ID Act, there being no compliance of provisions of Section 25 F (a & b) of the ID Act. Undisputedly, there was no one month's notice issued to the first party nor any salary was paid to him in lieu of the notice much less making payment towards a retrenchment compensation. In the result, I must hold that the termination of the services of the first party was illegal and void ab initio and therefore, he is entitled to reinstate in service to the post he was holding at the time of termination.

8. Now coming to the reliefs of back wages, continuity of service etc., the first party in his affidavit has not made out the case that he has not been gainfully employed during the period he was out of the service of the management. There is also no evidence on the part of the management to suggest that the first party has been gainfully employed during the above said period. In the result it appears to me that ends of justice will be met if the first party is awarded 50 per cent of the back wages from the date of his termination till the date of his reinstatement. He cannot be given the relief of continuity of service and other attendant benefits, his services being utilized by the management on temporary basis without any appointment in accordance with law. Accordingly, reference is answered and the following award is passed.

AWARD

The management is directed to reinstate the first party to the job he was holding at the time of termination with 50% of the back wages from the date of termination till the date of his reinstatement. No order to cost.

(Dictated to RA transcribed by her, corrected and signed by me on 30th August, 2005).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3529—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 12/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-2005 को प्राप्त हुआ था।

[सं. एल-22012/383/1993-आई. आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12 of 1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Moutdih Colliery of Eastern Coalfields Limited and their workman, which was received by the Central Government on 05-09-2005.

[No. L-22012/383/1993-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Md. Sarfaraz Khan, Presiding Officer

REFERENCE NO. 12 OF 1995

PARTIES: Agent, Moutdih Colliery, ECL,
Sundarchak, Burdwan.

Versus

Shri Karali Das, Village : Damgarh,
P.O. : Chitra: Dist : Deogarh.

REPRESENTATIVES:

For the management : None.

For the union (Workman) : None.

INDUSTRY: Coal

STATE : West Bengal

Dated the 20-05-05

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012(383)/93-IR-C-II dated 16-2-1995 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Moutdih Colliery of Eastern Coalfields Ltd. in dismissing the services of Shri Karali Das, Timber Loader is justified ? If not to what relief is the concerned workman entitled to ?”

After having received the aforesaid order of reference from the Govt. of India through the Ministry of Labour summons were issued to the respective parties through the registered post and both the parties in compliance of the summons issued appeared in the court and filed their written statement in support of their respective claims.

On perusal of the record it transpires that 16-4-03 was the date fixed for evidence but unfortunately none of the parties appeared and took any step on their behalf. It is further clear from the order sheet of the record that again registered notices were issued to both the parties on 5-6-04. The lawyer for the management side appeared but none appeared to represent the workman in spite of giving several adjournments. Non-appearance of the workman or the union regularly on several dates itself indicates that the union has got no interest in this case. As such it is not proper and advisable to keep the record pending any more as no purpose is to be solved and that will amount a sheer wastage of the valuable time of the court. Accordingly it is hereby

ORDERED

that let a “No Dispute Award” be and the same is passed. The reference is accordingly disposed of. Send the copies of the award to the Ministry of Labour for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3530—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 10/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-2005 को प्राप्त हुआ था।

[सं. एल-22012/211/1992-आई. आर. (सी-II)]

एन. पी. केशवन, डैस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10 of 1993) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kuardih Colliery of Eastern Coalfields

Limited and their workmen, which was received by the Central Government on 05-09-2005.

[No. L-22012/211/1992-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL**

PRESENT: Md. Sarfaraz Khan, Presiding Officer

REFERENCE NO. 10 OF 1993

PARTIES: Agent, Kuardih Colliery, ECL,
Kalipahari, Burdwan.

Versus

Secretary, Colliery Mazdoor Sabha of India,
Sishu Bagan, P.O. : Raniganj, Dist : Burdwan.

REPRESENTATIVES:

For the management : None.

For the union (Workman) : None.

INDUSTRY: Coal STATE : West Bengal

Dated the 12-05-05

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/211/92-IR (C-II) dated 10-12-1992 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Kuardih Colliery under Satgram of ECL in paying wages to surface trammers and denying it to U/G trammers (as per list attached) as a result of work stoppage from 2nd shift of 30-4-90 was legal and justified ? If not to what relief the aggrieved workmen are entitled to ?”

On having received the aforesaid order of reference from the Govt. of India, Ministry of Labour, summons through the registered post were sent to the respective parties to appear and file their written statement in support of their claims.

In pursuance to the issuance of the summon through the registered post both the parties appeared through their representatives and filed their respective written statement in support of their claims.

On perusal of the record it transpires that the case was fixed for hearing on 9-4-03 but none of the parties appeared in the court nor any step was taken on their behalf. It is further clear from the record that again on 7-7-04 a fresh notice was issued against both the parties

which were served upon both the parties and the service report to that effect have been recorded and attached with the record. But unfortunately in spite of several adjournments, none of the parties appeared in the court nor any step was taken on their behalf.

In the aforesaid facts and circumstances prevailing in this record it reflects that the workmen or the union is not at all interested to contest and proceed with the record. It is not proper and advisable to keep the record pending any more specially when the reference has become very old of the year 1993 and no purpose is to be solved. As such it is hereby

ORDERED

that let a "No Dispute Award" be passed and the same is passed. Accordingly the reference is disposed of. Send the copies of the award to the Ministry of Labour for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

क्र. आ. 3531—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध निवीजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसंसोल के पंचाट (संदर्भ संख्या 2/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-09-2005 को प्राप्त हुआ था।

[स. एल-22012/313/1994-आई आर (सी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2 of 1995) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Poidih Colliery of Eastern Coalfields Limited and their workman, which was received by the Central Government on 05-09-2005.

[No. L-22012/313/1994-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT: Sri Md. Sarfaraz Khan, Presiding Officer

Reference No. 2 of 1995

PARTIES: Agent, Poidih Colliery of ECL, Sundarchak, Burdwan.

Versus

Branch Secretary, Colliery Mazdoor Congress, Sodepur Colliery, Sundarchak, Burdwan.

REPRESENTATIVES:

For the Management : None.

For the Union (Workman) : None.

INDUSTRY: Coal STATE: West Bengal

Dated the 03-06-2005

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its Letter No. L-22012 (313)/94-IR (C.II) dated 05-01-1995 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Poidih Colliery of M/s. ECL in stopping the work of Smt. Parbati Majhian w.e.f. 8/9-4-92 is justified? If not to what relief is the concerned workwoman entitled?"

In pursuance to the receipt of the aforesaid order of reference from the Govt. of India, Ministry of Labour, notices through the registered post were issued to the respective parties who in compliance of the same appeared through their representatives and filed their written statements in support of their case.

From perusal of the record it transpires that 25-2-03 was the date fixed for evidence from the side of the union but a time petition was filed by the side of the union and the next date for evidence was fixed on 1-4-03. It further transpires from the order sheet that the union left taking any step on its behalf, ultimately a fresh registered notice were issued to both the parties. In pursuance to the said notice Sri P. K. Das, Advocate for the management appeared but unfortunately even after the receipt of the notice the union did not turn up to take any step. Several adjournments were given to the union to appear and proceed with the case but in spite of repeated adjournments the union did not appear. Under the circumstances it is not proper, just and advisable to keep the record pending any more as there was no prospect of appearance of the union in the near future. Accordingly it is hereby

ORDERED

that let a "No Dispute Award" be and the same is passed. Send the copies of award to the Ministry of Labour for information and needful.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 9 सितम्बर, 2005

का. आ. 3532—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ सं. 9/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-9-2005 को प्राप्त हुआ था।

[सं. एल-12012/240/2001-आई. आर. (बी-1)

एल-12012/242/2001-आई. आर. (बी-1)

एल-12012/247/2001-आई. आर. (बी-1)

एल-12012/243 से 245/2001-आई. आर. (बी-1)

एल-12012/308/2000-आई. आर. (बी-1)

एल-12012/249/2001-आई. आर. (बी-1)

एल-12012/324/2001-आई. आर. (बी-1)

एल-12012/411, 412 और 431/2000-आई. आर. (बी-1)

एल-12012/401 से 405/2000-आई. आर. (बी-1)

एल-12012/100/2000-आई. आर. (बी-1)

एल-12012/407/2000-आई. आर. (बी-1)

एल-12012/231 से 236/2000-आई. आर. (बी-1)

एल-12012/425/2000-आई. आर. (बी-1)

एल-12012/422/2000-आई. आर. (बी-1)

एल-12012/467/2000-आई. आर. (बी-1)

एल-12012/470, 84, 93, 86, 129, 97, 128, 125, 127,

112, 120, 85, 88, 123, 121, 94, 83, 124, 96, 177, 87,

178, 183, 458, 184, 459, 186, 460, 461, 462, 227,

463, 228, 37, 473/2000-आई. आर. (बी-1)

L-12012/177/2001-आई. आर. (बी-1)

एल-12012/40, 36, 303, 304, 172, 173, 175, 320, 229, 41,

34, 415, 43, 424, 101, 426, 78, 427, 108, 89, 428, 39, 82,

430, 126, 99, 10, 107, 81, 79, 90, 21, 23, 25, 29, 44, 52,

53, 38, 35, 27, 28, 30, 31, 42, 92, 98, 122, 42, 111, 43,

95, 110/2000- आई. आर. (बी-1)

एल-12012/45, 46, 47, 378, 391, 396, 397, 129, 225, 131

से 138, 435, 401, 400, 398, 436, 170, 169, 175, 171,

167, 172, 174, 168/2001-आई. आर. (बी-1)

एल-12012/5, 6, 7, 9, 10 और 158/2002-आई. आर. (बी-1)

एल-12012/35/2000-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 9th September, 2005

S.O. 3532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 9/2002 of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman,

which was received by the Central Government on 08-9-2005.

[No. L-12012/240/2001-IR (B-I)

L-12012/242/2001-IR (B-I)

L-12012/247/2001-IR (B-I)

L-12012/243 to 245/2001-IR (B-I)

L-12012/308/2000-IR (B-I)

L-12012/249/2001-IR (B-I)

L-12012/324/2001-IR (B-I)

L-12012/411, 412 & 431/2000-IR (B-I)

L-12012/401 to 405/2000-IR (B-I)

L-12012/100/2000-IR (B-I)

L-12012/407/2000-IR (B-I)

L-12012/231 to 236/2000-IR (B-I)

L-12012/425/2000-IR (B-I)

L-12012/422/2000-IR (B-I)

L-12012/467/2000-IR (B-I)

L-12012/470, 84, 93, 86, 129, 97, 128, 125, 127, 112,

120, 85, 88, 123, 121, 94, 83, 124, 96, 177, 87, 178,

183, 458, 184, 459, 186, 460, 461, 462, 227, 463, 228,

37, 473/2000-IR (B-I) L-12012/177/2001-IR (B-I)

L-12012/40, 36, 303, 304, 172, 173, 175, 320, 229, 41, 34,

415, 43, 424, 101, 426, 78, 427, 108, 89, 428, 39, 82, 430,

126, 99, 10, 107, 81, 79, 90, 21, 23, 25, 29, 44, 52, 53, 38,

35, 27, 28, 30, 31, 42, 92, 98, 122, 42, 111, 43, 95,

110/2000 IR (B-I)

L-12012/45, 46, 47, 378, 391, 396, 397, 129, 225, 131

to 138, 435, 401, 400, 398, 436, 170, 169, 175, 171,

167, 172, 174, 168/2001-IR (B-I)

L-12012/5, 6, 7, 9, 10 & 158/2002-IR (B-I)

L-12012/35/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri E. Ismail, B. Sc., LL.B., Presiding Officer

Dated the 17th May, 2005

I. D. No. 9 of 2002

BETWEEN:

R. Maheswara Raju

... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501

... Respondent

Reference No. : L-12012/240/2001-IR(B-I)

I. D. No. 10 of 2002

BETWEEN:

R. S. Shivaji ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/242/2001-IR(B-I)

I. D. No. 11 of 2002

BETWEEN:

D. Karimallah Khan ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/247/2001-IR(B-I)

I. D. No. 12 of 2002

BETWEEN:

V. Mallikarjuna Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/244/2001-IR(B-I)

I. D. No. 13 of 2002

BETWEEN:

G. Babu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/245/2001-IR(B-I)

I. D. No. 15 of 2002

BETWEEN:

D. Damodharam ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/243/2001-IR(B-I)

I. D. No. 16 of 2001

BETWEEN:

P. Rasoolkhan ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/308/2000-IR(B-I)

I. D. No. 21 of 2002

BETWEEN:

S. Ramakrishna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/249/2001-IR(B-I)

I. D. No. 28 of 2002

BETWEEN:

R. Bhaskar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/324/2001-IR(B-I)

I. D. No. 29 of 2001

BETWEEN:

M. Mastan ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/411/2000-IR(B-I)

I. D. No. 30 of 2001

BETWEEN:

K. Ravi ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/412/2000-IR(B-I)

I D. No. 31 of 2001**BETWEEN:**

B. Shanthamma ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/431/2000-IR(B-I)

I D. No. 34 of 2001**BETWEEN:**

B. Suseelamma ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/401/2000-IR(B-I)

I D. No. 35 of 2001**BETWEEN:**

Gandam Raju ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/402/2000-IR(B-I)

I D. No. 36 of 2001**BETWEEN:**

G. Pushpa Raju ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/403/2000-IR(B-I)

I D. No. 37 of 2001**BETWEEN:**

P. Obanna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/404/2000-IR(B-I)

I D. No. 38 of 2001**BETWEEN:**

M. Venkata Subbamma ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/405/2000-IR(B-I)

I D. No. 39 of 2002**BETWEEN:**

C. Raju ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/100/2000-IR(B-I)

I D. No. 40 of 2001**BETWEEN:**

S. Nityapujaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/407/2000-IR(B-I)

I D. No. 41 of 2002**BETWEEN:**

Mahaboob Basha ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/231/2000-IR(B-I)

I D. No. 42 of 2002**BETWEEN:**

C. S. Vijay Kumar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/232/2000-IR(B-I)

I. D. No. 42 of 2001**BETWEEN:**

V. Naga Raja ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/425/2000-IR(B-I)**I. D. No. 43 of 2002****BETWEEN:**

Abdul Hafeez ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/233/2000-IR(B-I)**I. D. No. 44 of 2002****BETWEEN:**

S. A. Basha ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/234/2000-IR(B-I)**I. D. No. 45 of 2002****BETWEEN:**

B. Ramakrishna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/235/2000-IR(B-I)**I. D. No. 46 of 2002****BETWEEN:**

K. Vanurappa ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/236/2000-IR(B-I)**I. D. No. 55 of 2001****BETWEEN:**

V. M. Venkatratnam ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/422/2000-IR(B-I)**I. D. No. 59 of 2001****BETWEEN:**

M. Raghunath ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/467/2000-IR(B-I)**I. D. No. 60 of 2001****BETWEEN:**

N. Rama Subbaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/470/2000-IR(B-I)**I. D. No. 78 of 2002****BETWEEN:**

P. Satyanarayana ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/84/2000-IR(B-I)**I. D. No. 79 of 2002****BETWEEN:**

Syed Khadervali ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/93/2000-IR(B-I)

I. D. No. 80 of 2002

BETWEEN:

Chenna Babaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/86/2000-IR(B-I)

I. D. No. 81 of 2002

BETWEEN:

S. Yesubaktha ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/129/2000-IR(B-I)

I. D. No. 82 of 2002

BETWEEN:

B. Krishna Murthy ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/97/2000-IR(B-I)

I. D. No. 83 of 2002

BETWEEN:

R. Banerjee Babu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/128/2000-IR(B-I)

I. D. No. 84 of 2002

BETWEEN:

B. Nirmal Kumar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/125/2000-IR(B-I)

I. D. No. 85 of 2002

BETWEEN:

Y. Mohan Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/127/2000-IR(B-I)

I. D. No. 86 of 2002

BETWEEN:

P. Koteswara Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/112/2000-IR(B-I)

I. D. No. 87 of 2002

BETWEEN:

P. Yelamanda ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/120/2000-IR(B-I)

I. D. No. 89 of 2002

BETWEEN:

M. Bala Murali Krishna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/85/2000-IR(B-I)

I. D. No. 91 of 2002

BETWEEN:

M. Rama Krishna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/88/2000-IR(B-I)

I. D. No. 92 of 2002**BETWEEN:**

D. Ranganayakulu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/123/2000-IR(B-I)****I. D. No. 93 of 2002****BETWEEN:**

P. Mallikarjun ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/121/2000-IR(B-I)****I. D. No. 94 of 2002****BETWEEN:**

K. Suryanarayana ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/94/2000-IR(B-I)****I. D. No. 95 of 2002****BETWEEN:**

H. Gangamma ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/83/2000-IR(B-I)****I. D. No. 96 of 2002****BETWEEN:**

B. Venkateswarlu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/124/2000-IR(B-I)****I. D. No. 98 of 2002****BETWEEN:**

M. V. Surendra Kumar ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/96/2000-IR(B-I)****I. D. No. 99 of 2002****BETWEEN:**

C. Srinivasa Babu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/177/2000-IR(B-I)****I. D. No. 100 of 2002****BETWEEN:**

G. Sai Prasad ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/87/2000-IR(B-I)****I. D. No. 101 of 2002****BETWEEN:**

A. Nageshwar Rao ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/178/2000-IR(B-I)****I. D. No. 102 of 2002****BETWEEN:**

P. Laxmiramana ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/183/2000-IR(B-I)**

I. D. No. 103 of 2001**BETWEEN:**

V. S. Habibulla ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/458/2000-IR(B-I)**I. D. No. 103 of 2002****BETWEEN:**

G. Venkata Subbamma ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/184/2000-IR(B-I)**I. D. No. 104 of 2001****BETWEEN:**

K. Subbanarasaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/459/2000-IR(B-I)**I. D. No. 105 of 2002****BETWEEN:**

T. Deva Prasad ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/186/2000-IR(B-I)**I. D. No. 105 of 2001****BETWEEN:**

B. Sivanarayana ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/460/2000-IR(B-I)**I. D. No. 106 of 2001****BETWEEN:**

P. Chindambaraiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/461/2000-IR(B-I)**I. D. No. 107 of 2001****BETWEEN:**

G. Nageswara Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/462/2000-IR(B-I)**I. D. No. 107 of 2002****BETWEEN:**

Mastanvali ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/227/2000-IR(B-I)**I. D. No. 108 of 2001****BETWEEN:**

K. Nagaraju ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/463/2000-IR(B-I)**I. D. No. 108 of 2002****BETWEEN:**

Ramesh Babu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/228/2000-IR(B-I)

I. D. No. 109 of 2002**BETWEEN:**

K. Venkateshwarlu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/37/2000-IR(B-I)****I. D. No. 111 of 2001****BETWEEN:**

C. Subbarayudu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/473/2000-IR(B-I)****I. D. No. 113 of 2001****BETWEEN:**

G. Bhaskar ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/177/2001-IR(B-I)****I. D. No. 116 of 2002****BETWEEN:**

Ch. Gangadri ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/40/2000-IR(B-I)****I. D. No. 117 of 2002****BETWEEN:**

V. Raghu ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/36/2000-IR(B-I)****I. D. No. 122 of 2001****BETWEEN:**

K. Subramanyam ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/303/2000-IR(B-I)****I. D. No. 123 of 2001****BETWEEN:**

R. Babuji ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/304/2000-IR(B-I)****I. D. No. 131 of 2002****BETWEEN:**

P. Munaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/172/2000-IR(B-I)****I. D. No. 133 of 2002****BETWEEN:**

P. Pushparaju ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/173/2000-IR(B-I)****I. D. No. 135 of 2002****BETWEEN:**

G. Sivaganganna ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/175/2000-IR(B-I)**

I. D. No. 137 of 2002**BETWEEN:**

Smt. Lal Bee ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/320/2000-IR(B-I)

I. D. No. 138 of 2002**BETWEEN:**

Immam Sab ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/229/2000-IR(B-I)

I. D. No. 139 of 2002**BETWEEN:**

N. Asheef Ahmed ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/41/2000-IR(B-I)

I. D. No. 146 of 2002**BETWEEN:**

Y. Ramanjini ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/34/2000-IR(B-I)

I. D. No. 152 of 2001**BETWEEN:**

B. Bhaskar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/415/2000-IR(B-I)

I. D. No. 152 of 2002**BETWEEN:**

A. Sree Ramulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/43/2000-IR(B-I)

I. D. No. 153 of 2001**BETWEEN:**

K. Raghupathi ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/424/2000-IR(B-I)

I. D. No. 163 of 2002**BETWEEN:**

Ch. Salappa ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/101/2000-IR(B-I)

I. D. No. 154 of 2001**BETWEEN:**

Kuppaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/426/2000-IR(B-I)

I. D. No. 154 of 2002**BETWEEN:**

K. Nagendra ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/78/2000-IR(B-I)

I. D. No. 155 of 2001**BETWEEN:**

P. Gangaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/427/2000-IR(B-I)

I. D. No. 155 of 2002**BETWEEN:**

R. Srinivas Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/108/2000-IR(B-I)

I. D. No. 156 of 2002**BETWEEN:**

S. Narayanaswamy ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/89/2000-IR(B-I)

I. D. No. 156 of 2001**BETWEEN:**

Y. Venkatahari ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/428/2000-IR(B-I)

I. D. No. 157 of 2002**BETWEEN:**

P. Narayanaswamy ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/39/2000-IR(B-I)

I. D. No. 158 of 2002**BETWEEN:**

V. Ramesh Babu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/82/2000-IR(B-I)

I. D. No. 158 of 2001**BETWEEN:**

C. Hari Prasad ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/430/2000-IR(B-I)

I. D. No. 159 of 2002**BETWEEN:**

P. Prabhakar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/126/2000-IR(B-I)

I. D. No. 160 of 2002**BETWEEN:**

C. Doddappa ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/99/2001-IR(B-I)

I. D. No. 160 of 2001**BETWEEN:**

M. Govindham ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/10/2001-IR(B-I)

I. D. No. 162 of 2002**BETWEEN:**

S. Balakoteswarao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/107/2000-IR(B-I)

I. D. No. 163 of 2002**BETWEEN:**

K. Veeranna ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/81/2000-IR(B-I)

I. D. No. 164 of 2002**BETWEEN:**

K. Ramanjaneyulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/79/2000-IR(B-I)

I. D. No. 165 of 2002**BETWEEN:**

A. Chakrapani ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/90/2000-IR(B-I)

I. D. No. 171 of 2001**BETWEEN:**

P. Siddiramulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/21/2001-IR(B-I)

I. D. No. 173 of 2001**BETWEEN:**

T. Venkata Subbaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/23/2001-IR(B-I)

I. D. No. 175 of 2001**BETWEEN:**

B. Sreeramulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/25/2001-IR(B-I)

I. D. No. 177 of 2001**BETWEEN:**

G. Venkatesh ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/29/2001-IR(B-I)

I. D. No. 179 of 2001**BETWEEN:**

V. Rabi ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/44/2001-IR(B-I)

I. D. No. 180 of 2001**BETWEEN:**

V. Narasimha Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/2/2001-IR(B-I)

I. D. No. 181 of 2001**BETWEEN:**

Md. Kashim ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/53/2001-IR(B-I)**I. D. No. 191 of 2002****BETWEEN:**

M. Jayaramareddy ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/38/2000-IR(B-I)**I. D. No. 193 of 2002****BETWEEN:**

A. Narasimhulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/35/2000-IR(B-I)**I. D. No. 194 of 2001****BETWEEN:**

N. Sinivasulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/27/2001-IR(B-I)**I. D. No. 195 of 2001****BETWEEN:**

K. V. Pullaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/28/2001-IR(B-I)**I. D. No. 196 of 2001****BETWEEN:**

R. Chandrasekhar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/30/2001-IR(B-I)**I. D. No. 197 of 2001****BETWEEN:**

K. Raghunath ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/31/2001-IR(B-I)**I. D. No. 200 of 2002****BETWEEN:**

A. Ramasekhar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/42/2000-IR(B-I)**I. D. No. 201 of 2002****BETWEEN:**

Ch. Bhagawan ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/92/2000-IR(B-I)**I. D. No. 202 of 2002****BETWEEN:**

D. Chennakesavulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/98/2000-IR(B-I)

I. D. No. 203 of 2002**BETWEEN:**

T. Jayaramaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/122/2000-IR(B-I)**I. D. No. 204 of 2001****BETWEEN:**

G. Srinivasulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/42/2001-IR(B-I)**I. D. No. 204 of 2002****BETWEEN:**

S. Ramesh ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/111/2000-IR(B-I)**I. D. No. 205 of 2001****BETWEEN:**

Md. Rasool ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/43/2001-IR(B-I)**I. D. No. 205 of 2002****BETWEEN:**

M. Sridhar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/95/2000-IR(B-I)**I. D. No. 206 of 2002****BETWEEN:**

R. Mahalaxmaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/110/2000-IR(B-I)**I. D. No. 206 of 2001****BETWEEN:**

S. Venkataramana ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/45/2001-IR(B-I)**I. D. No. 207 of 2001****BETWEEN:**

M. Krishnaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/46/2001-IR(B-I)**I. D. No. 208 of 2001****BETWEEN:**

D. Murugesan ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/47/2001-IR(B-I)**I. D. No. 209 of 2002****BETWEEN:**

B. Prasad ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/378/2001-IR(B-I)

I. D. No. 213 of 2002**BETWEEN:**

C. Pandiyan ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/391/2001-IR(B-I)****I. D. No. 215 of 2002****BETWEEN:**

A. Menaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/396/2001-IR(B-I)****I. D. No. 216 of 2002****BETWEEN:**

G. Chandraiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/397/2001-IR(B-I)****I. D. No. 224 of 2001****BETWEEN:**

P. Subrahmanyam ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/129/2001-IR(B-I)****I. D. No. 225 of 2001****BETWEEN:**

A. C. Sudha ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/225/2001-IR(B-I)****I. D. No. 226 of 2001****BETWEEN:**

R. Murthy ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/131/2001-IR(B-I)****I. D. No. 227 of 2001****BETWEEN:**

D. John Jai Singh ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/132/2001-IR(B-I)****I. D. No. 228 of 2001****BETWEEN:**

R. Prabhakar ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/133/2001-IR(B-I)****I. D. No. 229 of 2001****BETWEEN:**

S. Ramakrishnaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/134/2001-IR(B-I)****I. D. No. 230 of 2001****BETWEEN:**

D. Krishnamurthy ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent**Reference No. : L-12012/135/2001-IR(B-I)**

I D. No. 233 of 2001**BETWEEN:**

T. Anjaneyulu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/136/2001-IR(B-I)

I D. No. 234 of 2001**BETWEEN:**

P. Rangam ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/137/2001-IR(B-I)

I D. No. 235 of 2001**BETWEEN:**

U. Jayababu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/138/2001-IR(B-I)

I D. No. 235 of 2002**BETWEEN:**

M. Giridharsingh ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/435/2001-IR(B-I)

I D. No. 237 of 2002**BETWEEN:**

P. Lakshmaiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/401/2001-IR(B-I)

I D. No. 238 of 2002**BETWEEN:**

P. Suresh Babu ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/400/2001-IR(B-I)

I D. No. 241 of 2002**BETWEEN:**

P. Nanda Kumar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/398/2000-IR(B-I)

I D. No. 243 of 2002**BETWEEN:**

A. Chandraiah ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/436/2001-IR(B-I)

I D. No. 243 of 2001**BETWEEN:**

N. Rama Rao ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/170/2001-IR(B-I)

I D. No. 245 of 2001**BETWEEN:**

G. Chandrasekhar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/169/2001-IR(B-I)

BETWEEN:

T. Nagaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/5/2002-IR(B-I)

I. D. No. 247 of 2001**BETWEEN:**

N. C. M. Kondaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/175/2001-IR(B-I)

I. D. No. 248 of 2002**BETWEEN:**

T. Manoharam ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/6/2002-IR(B-I)

I. D. No. 248 of 2001**BETWEEN:**

B. Gnananandam ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/171/2001-IR(B-I)

I. D. No. 249 of 2001**BETWEEN:**

V.Emmanial ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/167/2001-IR(B-I)

I. D. No. 249 of 2002**BETWEEN:**

M. Ankalaiah ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/7/2002-IR(B-I)

I. D. No. 250 of 2002**BETWEEN:**

G. Venkataramana ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/9/2002-IR(B-I)

I. D. No. 250 of 2001**BETWEEN:**

S.K. Mahaboob Basha ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/172/2001-IR(B-I)

I. D. No. 251 of 2001**BETWEEN:**

G. Satyanandam ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/174/2001-IR(B-I)

I. D. No. 252 of 2001**BETWEEN:**

T. Srinivasarao ... Petitioner

ANDThe Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/168/2001-IR(B-I)

I. D. No. 273 of 2002**BETWEEN:**

Y. Mani ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/35/2000-IR(B-I)**I. D. No. 274 of 2002****BETWEEN:**

G. Narasimham ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/10/2002-IR(B-I)**I. D. No. 300 of 2002****BETWEEN:**

J. Sankar ... Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Renigunta Road,
Tirupathi (A. P.)-517 501 ... Respondent

Reference No. : L-12012/158/2002-IR(B-I)**APPEARANCES:**

For the Petitioners : S/Shri Vikas, Prabhakar, S. Prasad
Rao, P. Damodar Reddy, D. G.
Choudhary, Anjanadevi, A. K.
Jayaprakash Rao, Niranjana Rao,
Advocates.

For the Respondents : M/s. B. G. Ravindra Reddy & B.
V. Chandra Sekhar, Advocates.

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/126/2001-IR (B. I) dated 18-9-2001 referred the following dispute under Section 10(1)(d) of the I. D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is :

SCHEDULE

“Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in

terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, State Bank of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled to?”

The reference is numbered in this Tribunal as I. D. No. 222/2001 and notices were issued to the parties. The Government of India has referred about 500 such references and it will not be possible or practicable to answer every reference separately. As the main issues involved are one and the same, I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Tirupathi Zone and this reference and 154 other references a common award is passed.

4. To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sown in 1975. I have not only to consider merely the technical aspects, powers of the Industrial Tribunal in simply answering the reference but I will also have to see viewing it as a human problem. These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better way than to start my award by quoting the entire poem of Faiz,

“Humility I’ve learnt, sympathy for the poor,
learnt the meaning of despair, suffering and pain;
learnt to comprehend the miseries of the oppressed,
the meaning of cold sighs, of pallid faces.

Whenever those hapless creatures sit together to
cry,
In whose eyes tears, bitterly shed, fall asleep,
And those destitute upon whose morsels swoop
down
the vultures hovering above, poised on their wings
whenever is traded in the market place the flesh of
the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart.”

As I stated supra, these cases have got a chequered history, and instead of myself narrating the same, I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in I. D. No. 222/2001 has filed the following claim statement. That the workman joined in the services of the Management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to

Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of Bank has decided to give a chance to temporarily employed personnel found suitable for by offering permanent appointment of waitlisting them till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India—settlement one, under this settlement three categories of employees were listed. That is, (A) those who have completed 240 days in 12 months or less after 1-7-1975, (B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975, (C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee. The said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain the qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank", the workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per clause 7 of the agreement, i.e. settlement No. 1, the selected panel was to be valid upto December, 1991, the workman submits that circular was issued on 26-4-91 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing

their cases thereafter, "will be given another chance to appear for interview".

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total five settlements, settlement dated 17-11-87 is the 1st settlement (Ex. M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex. M3), then settlement dated 9-1-91 is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with its a question of time before appointments or services are regularized in the services of the bank. The workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, the bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank in not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W. P. No. 4194/97 on the file of the Hon'ble High Court of A. P. It is specifically averred in the said Writ Petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Hon'ble High Court of A. P., by an order dated 5-3-97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms of the settlement before the expiry of March, 1997. The High Court also recorded a finding that the bank cannot escape its liability of enforcement of the settlement. In view of the directions granted by the High Court in W. P. No. 4194/97 all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17-11-87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27-10-1988 whereby the panels were made alive upto 31-3-1997 under which the panel was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid

upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made alive upto 31-3-1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the management. Aggrieved by the said action the workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3, 4 and 5 therein) on 25-3-1997, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in Writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designed to, on the one hand, keep the employee in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. a reading of the counter affidavit would show that the bank would opine that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its counter affidavit as follows: "Government of India, vide its letter dated 16-8-1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India

guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. In para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, "it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had waited for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

12. The workman submits that the bank also referred in further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that

even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc., even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97, dated 5-3-97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a viva voce test. They, therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) Inspite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.
- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services

of the bank, thereby the settlements cannot be pressed into service not to regularize the services of the workmen but to terminate their services even if they were otherwise eligible for regularization.

- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme Court in State Bank of India Vs. V. Sundara Mani reported in AIR 1976 SC 1111.
- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the respondent bank in its true and real implications".

14. The workman submits that in W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. He further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and

inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statement it is specifically mentioned that the workman to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that should be made only from among the empanelled candidates. The Management has indulged in unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates from 1-4-97 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the Constitutional provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-2-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which can not be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings are issued in *cleanable* exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and its own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its instructions dated 16-8-90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent/Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent

Management terminating the services of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper-cum-water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held and on 17-11-1987 an agreement was signed between the Federation and the Management bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17-11-87 which may be hereinafter referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A third settlement was entered into on 27-10-88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down

in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec. 25 F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 hereinafter referred as 4th settlement. And the time limit was extended upto 1994 and separate panel was prepared for temporary employees casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise, separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commissioner (C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner (C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the

parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30-7-1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of a panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. The settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in

any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No. 12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's Management. If the Petitioner had worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the present petition is therefore misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has flown from the settlement in favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886—11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the Learned Single Judge in WP No. 9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose whatsoever. The question of operation of Sec. 25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

22. The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further

deposed that he worked for 93 days but he was given certificate only for 55 days before interview. That he worked between 1988-97 for 843 days. That as per the norms he also fits in category B and he speaks about the settlements and he further deposed that on 18-11-93, 800 contract labourers were made permanent by the bank. By then, their existing panels were still not completed. That till date the bank is still continuing with some persons who are from the panel by making pick and choose method and it is also claimed by Assistant Labour Commissioner (C) that some of these employees are still working. In Ex. W10 itself it was mentioned that still temporary employees were continuing against permanent vacancies and sweepers were not being appointed on regular basis, canteen employees were being used for messengerial work, ex-temporary workers are still being used for performing messengerial work.

23. In the cross examination he deposed that the Branch Manager, Local Head Office branch, State Bank of India, was known to his father who was a Mali in the bank. After introducing him to the Branch Manager he requested him for providing work to the Petitioner as a temporary messenger. Accordingly, he was given appointment as messenger on temporary basis in 1988 for 55 days and later he had worked as messenger on temporary basis now and then. He was not sponsored by any employment exchange. That he used to work depending on the availability of work in the branch. That he applied for appointment as messenger in response to the advertisement issued by the bank in the year 1991. He was called for interview and his name was included in the panel of temporary messengers in the year 1992. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. That he is not having any documents to show that any person who worked for less number of days was given appointment in the bank. He did not work for 240 days in any year in his entire service. That he appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per. & HRD), Sri A. Rama Rao deposed to the facts as stated in the counter, as MW1 and also he speaks about the Hon'ble High Court of A.P., Judgement, the appeal to the Hon'ble High Court and the SLP. In the cross-examination he deposed that the settlements and empanelments were for absorption and added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu thereof was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies. He does not know whether Mr. M. Lingam, claimant in ID No. 236/2001 working in Barkatpura branch and Mr. Ravi Kanth in ID No. 59/2001 working in Parishram Bhavan branch.

25. Various Advocates have argued in various batches for Petitioners, Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikaas etc.. It is argued by Mr. Prabhakar on behalf of Sri S. Ramachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the Respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants while engaging third parties on temporary basis, apart from re-engaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the Respondent is high-handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the Respondent that it has 805 branches all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Likewise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to settle the issue of temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. He belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the settlements they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them not to attend duties from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in the last settlement it is specifically mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned authorities have to follow the procedure in the approach paper for regularization who are on the rolls of the bank. Until the

problem of existing temporary employees is fully solved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of atleast 46 candidates who are before this Court still working in Hyderabad module, Vijayawada module. There are as many as 26 candidates working, in Tirupthi module 43 are working, even in Visakhapatnam module four are working. Before the 5th settlement took place there was a conciliation proceeding wherein it was specifically agreed, "as regards for filling of messenger posts as already been ordered, the remainder number will be filled before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another joint committee will be constituted to review existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that coolly dispensed them by oral order on 31-3-1997. The question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the Respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241 anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were re-engaged after 1-4-97 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the conciliation officer they have simply dismissed which is against all canons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several Judgements were cited which will be dealt in due course.

26. Sri S. Prasada Rao, Advocate argued that the Industrial Disputes Act, 1947 is a boon to the industrial development which aims at (a) Investigation and settlement of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry and (d) Harmony and cordial relations. He submits that in the case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union, AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants are employees of the State Bank of India and they have worked for a period which is noted in the list of cases which are pending before this Court. That the ultimate object of

Industrial Adjudication has been received by all as one of revolutionary import which admits its task not on purely theoretical abstract, academic grounds adhering to any dogmas, or applying abstract principle mechanically or under any sub-consciousness pressures preconceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from *Bharath Banks case* 1950 Supreme Court page 188 down to the latest *Airports Authority case* or to that matter *Steel Authority of India case* 2001 have laid down the importance of the ignorance of the working class and important of their rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in *Federated School Teachers Association of Australia Vs. State of Australia* which was also quoted in the *State of Bombay Vs. Hospital Mazdoor Sabha case* "in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in....".

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right to work and right to adequate means of livelihood in just and humane conditions of work, to living wage, a decent standard of life, education and leisure. Article 43 (A) 43 Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of Undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the constitutions and the provisions of the Industrial Disputes Act, 1947 requires to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the Law should constantly meet the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then he further argues and reiterates the facts of the settlements which need not be repeated here. He

further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the empanelled candidates, the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all the applicants with respect to whom that the principles of fair play, equity and consciousness and justice is required. The workers have fundamental right to live under Article 14, 15 & 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e., A.P. Shops & Establishments Act. Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of U. Chinnappa Vs. Steel Authority of India in.....

He submits that it was a legitimate expectation of these employees. No doubt, one may not have a right but Courts have recognized that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the conciliation officer that a further settlement may be entered into after 31-3-97 all of a sudden a Memorandum of Understanding is entered into and thousands of people are given a good-bye. All their hopes and legitimate expectations were shattered. That about 35000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The Learned Counsel for the Petitioners Mr. Vikaas, Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities : 1. unfair labour practice, vitiated by colourable exercise of power, 2. impugned oral orders of termination without authority on 31-3-97, 3. the exercise of the said power is violative of article 14 and Sec. 19(2) of the Industrial Disputes Act, 1947, 4. the purpose of entering into settlement was for absorption and it is not as if it's a back door entry, it was through advertisements and after interviewed more than 30000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectations of absorption to these poor workmen who have been running around since 1975. The order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working ? The argument that due to computerization lesser staff is required does not hold good

because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys, sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Understanding is to defeat the purpose of settlements wherein the affected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various Advocates. The following citations are cited by Sri S. Ramachandra Rao. AIR 1991 Supreme Court page 101 wherein a full bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary unfair, unjust and unreasonable and opposed to public policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving notice or pay in lieu of notice period is opposed to public policy and violative of Article 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have, no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award or settlement is issued the legal import is merely that the stage is set for fresh negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and the employees." He also relied on 1999(5) ALD 1992 (D.B.), General Manager, State Bank of Hyderabad and another Vs. P. Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows : "For the staff which is presently on the rolls of the Banks their services will be regularized in terms of the Approach Paper. For the current requirement banks may utilize their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE & T directly seeking exemption. Until the problem of existing temporary employees is fully resolved no Bank will be permitted to make any temporary appointments." In that case para 6,

all employees who had put in 90 or more days after the cut off date i.e., 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each person who had completed 90 days of temporary service as on 1-1-1982 and after 1982 shall be regularized by empanelling him for the post. He also referred to Supreme Court employees Welfare Association Vs. Union of India wherein it was held, that it is well settled principle of law that when a special leave petition is summarily dismissed under article 136 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases page 564, which is to the same effect. He also relied on 2003(4) Supreme Court cases page 325 wherein their Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court case page 231 which reiterate the same. He also relied on AIR 2002 Supreme Court page 3088 wherein their Lordships held, "the High Court and all other courts in the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately. He also relied on 2003(7) Supreme Court cases page 197 wherein it was held, "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as obiter dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts it cannot be assumed whether a similar direction must or ought to be made as a measure of social justice. Precedents sub silentio and without argument are of no moment. Mere casual expressions carry no weight at all, nor ever passing expression of a Judge, however eminent, can be treated as an ex cathedra statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme Court in 1993 Supplementary IV Supreme Court cases 46 Naseem Bano Vs. State of U.P. and Others, wherein their Lordships held, "since no dispute was raised on behalf of respond 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of posts had not been filled by promotion, inasmuch as the said

averments had not been controverted, the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were *about 1500 vacancies and it has not been controverted*, hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held, "the Respondent was working as a part-time sweeper in the organization of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947. Therefore, awarded reinstatement with continuity of service and full back wages. The High Court also retreated the findings of the Labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time. He also relied on LLJ 1995 (1) LLJ page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month. Average working hours 10 to 12 hours and no overtime wages paid. Finding of the Industrial Tribunal that workman has worked 240 days in a calendar year legal and proper." He also relied on 1995 Supplementary (4) Supreme Court cases page 11 where their Lordships directed regularization of services of the Petitioners who had worked for three years including the break till today, shall not be terminated and shall be absorbed in regular vacancies as and when they arise. He also relied on 1991 supplementary (2) SCC page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986 Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise then in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(1) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993 (1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows : "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law : A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate

expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]".

He also relied on the full bench decision of the Hon'ble Supreme Court in 1992 (4) Supreme Court case page 188, wherein their Lordships held if for any reason, an ad hoc or temporary employee is continued for a fairly long spell the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001 (1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as possible subject to their fulfilling the qualifications if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a presumption may arise that there is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person." He also relied on Judgement of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995 (2) Supreme Court cases page 326 where the full bench of the Supreme Court held. "In situations where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority the affected or likely to be affected by the order passed by a public authority the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schmidt Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied this principle where

expectations were "based upon some statement or undertaking by or on behalf of the public authority" and observed: "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights, provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court has some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be determined not according to the claimants' perception but in larger public interest." He also relied on 1997 7 SCC 592 wherein it was held that the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 wherein it is held that — the law must therefore be now taken to be well-settled that procedure prescribed for depriving a person of livelihood must meet the challenge of Article 14 and such law would be liable to be tested on

the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules or orders affecting the civil rights or results in civil consequences would have to answer the requirement of Article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or to put it negatively, to prevent miscarriage of justice, it is different to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fairplay in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 cleaves life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality, equalitarian in its soul and allergic to discriminatory dictates. Equally is the antithesis of arbitrariness. It is, thereby, conclusively held by this court that the principles of natural justice are part of Article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 wherein it was observed "the right to life includes right to livelihood. Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can it servival be at their marcy. Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be mockery of them.

Mr. Vikas, appearing for various Petitioner cited various Judgements some of them are 1998 7 SCC page 804 where in the Hon'ble Supreme Court directed that the contingent staff of Income Tax Department some of them working from 8 years, directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 wherein it was held that the Kerala water supply and civil water authority shall immediately regularize the services of Public Health Department employees as per as resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waved etc. Several more citations

he filed about regularisation. He also relied on 1996 1 Service Law Reporter Supreme Court of India page 56 wherein it was held, workman in the employment in the state of forest Department for 5 to 6 years and in each year they worked for a period ranging 100 to 330 days, workmen employed under the schemes at hand had been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and various other judgements and further added to his arguments that by further arguing that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs. TN Jaya Ram wherein it was held in Writ Appeal held that the learned single judge held that the Petitioner had not worked continuously for a period 30 days. The learned single judge relied on category C of the settlement to arrive at the said conclusion. Their Lordships allowed the Writ Appeal on the ground, in view of the fact "that the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank."

Therefore in conclusion Shri Vikas, Advocate, Shri Prabhakar Rao, Advocate on behalf of Shri Ramachandra Rao, Advocate and Shri Prasad, Advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners who have been unceremoniously dismissed on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioners who worked since more than two decades.

It is argued by the Learned Counsel for Respondent Shri B. G. Ravinder Reddy, Advocate and Smt. Lalitha Kumari, Advocate that the Hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and ID. That the Petitioners are casual employees who worked at the courts for short periods at the instance of concerned Branch Manager who had not jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wagers/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the bank on temporary basis in any identified post or vacancy. That the Petitioners have no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead

the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed messengers and Non-messengers totaling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlement are repugnant to Sec. 23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlements. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive upto 31st March 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz., if on any available clear vacancies which are of a long duration appointment are made on adhoc basis or daily wage basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in breach of the requisite procedure of recruitment and there is no vacancy on which such an initial entry of the candidate could not be offered.

They also relied on several cases, in particular, AIR 1991 page 1612 where in the Hon'ble Supreme Court held that the mere inclusion of a candidates name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 584 Syndicate Bank Vs. Sankarpal where in it was held that if a waiting list is for specific period the wait listed candidates do not have any right ones the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs. Union of India where the Hon'ble Supreme Court held that wait listed candidates have no right for appointment where there are no vacancies. He also relied on AIR 1992 Supreme Court page 2070 where it was held—Stop gap appointees or temporary appointees do not have any right for continuous or for regularization.

Smt. Lalitha Kumari, advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a Judgement from Madras High Court wherein the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statues ignoring minimum education qualifications, wholly illegal. Taking recoast to regularization cannot cure such illegality.

But both of them mainly relied on the Judgement of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgement of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Supreme Court held that any person who have completed 240 days cannot claim regularization only such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is in an all India agreement and the Hon'ble Supreme Court has dismissed the SLP on merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and All India SBI Staff Federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 (Ex. M6) which was to lapse on 31-3-1997. Then there was a Memorandum of understanding dt. 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was a conciliation dated 9-6-1995 vide Ex. M5 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-97. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997. Their hopes were further raised by the Judgement of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deemed to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumery posts within 3 months from today failing which the bank shall pay them all the benefits to which they were entitled as on that date, till they are absorbed". In fact the Hon'ble Single Judge stated in the Judgement which I quote "Mr. S. Premchandra Rao Learned Sr. Counsel appearing for the Petitioners have never converted such a factual and legal position. Such a

dispute in any form existing and even apprehended definitely could be a subject of reference to the board of settlement, to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication.....". It is also his apprehension genuinely expressed that driving the Petitioners to such forums for such disputes could be nothing less than pushing the helpless and helpless prey into the greedy and hungry maw of the wild life".

Be that may be so. The above Judgement was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 days in a year has some right as notice or notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements. But for the settlements except those who have completed 240 days in a year others do not have any right under the ID Act. And this is an all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex. M6 herein, was discussed by the Orissa High Court in OJC No 9039 of 1997 (WP) and batch, which was to lapse on 31-3-1997. Where in it was held "the currency of the arrangements made on the basis of the impugned decisions/settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into this hypothetical questions.....". Against which SLP was filed in the Hon'ble SC which dismissed saying the SLP is dismissed on merits. In fact, all these references or 2(A) (2) are about their termination. For example the reference is "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/ Non-Messenger, State Bank of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?" Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex. M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the

end of the Judgement, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons their families and also a human problem although one may feel much by the number of persons involved and the great expectations raised but justice has to be rendered as per law. Therefore in view of the Judgement of the High Court of the Orissa confirmed by the Hon'ble Supreme Court on merits when the SLP was dismissed on merits. I have no option but to hold the termination of services of Sri Anil Kumar and 154 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under Article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary daily wagers/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering, the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable ground as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law and the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Faiz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on this the 17th day of May 2005.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Documents marked for Petitioners

ID 9 of 2002

WW1	: R. Maheswara Raju
MW1	: K. Balakotaiah
Ex. W1	: Notification of the bank
Ex. W2	: Empanel list
Ex. W3	: Service Certificate

Ex. W4	: Service Certificate
Ex. W5	: Bank circular to employment exchange
Ex. W6	: Bank circular to its regional branches

ID 10 of 2002

WW1	: R. S. Shivaji
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Caste Certificate
Ex. W3	: Service Certificate
Ex. W4	: Service Certificate
Ex. W5	: Empanel list
Ex. W6	: Service Certificate
Ex. W7	: Notice of ALC
Ex. W8	: Minutes of conciliation

ID 11 of 2002

WW1	: D. Karimullah Khan
MW1	: K. Balakotaiah
Ex. W1	: Service Certificate
Ex. W2	: Notification of the bank
Ex. W3	: Empanel list

ID 12 of 2002

WW1	: V. Malikarjuna Rao
MW1	: K. Balakotaiah
Ex. W1	: Nativity Certificate
Ex. W2	: Marks Memo
Ex. W3	: Transfer Certificate
Ex. W4	: Caste Certificate
Ex. W5	: Service Certificate
Ex. W6	: Service particulars
Ex. W7	: Service Certificate
Ex. W8	: Application to bank
Ex. W9	: Letter to bank for absorption
Ex. W10	: Notice of ALC
Ex. W11	: Notice of ALC

ID 13 of 2002

WW1	: G. Babu
MW1	: K. Balakotaiah

Ex. W1	: Caste Certificate
Ex. W2	: Marks Memo
Ex. W3	: Transfer Certificate
Ex. W4	: Service Certificate
Ex. W5	: Working days particulars of petitioner
Ex. W6	: Notice of ALC
Ex. W7	: Notice of ALC
Ex. W8	: Minutes of Conciliation
Ex. W9	: Failure report

ID 15 of 2002

WW1	: D. Damodharam
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Service Certificate
Ex. W3	: Service Certificate
Ex. W4	: Interview call letter
Ex. W5	: Empanel list
Ex. W6	: Notice of ALC
Ex. W7	: Notice of ALC
Ex. W8	: Failure report

ID 16 of 2001

WW1	: P. Rasoolkhan
MW1	: K. Balakotaiah
Ex. W1	: School Certificate
Ex. W2	: Interview call letter
Ex. W3	: Empanel list
Ex. W4	: Service Certificate

ID 21 of 2002

WW1	: S. Ranakrishna
MW1	: K. Balakotaiah
Ex. W1	: Study and conduct Certificate
Ex. W2	: Marks Memo
Ex. W3	: Transfer Certificate
Ex. W4	: Caste Certificate
Ex. W5	: Interview call letter
Ex. W6	: Empanel list

Ex. W7	: Guide lines to employ panel workers
Ex. W8	: Service Certificate
Ex. W9	: Service Certificate
Ex. W10	: Service Certificate
Ex. W11	: Service Certificate
Ex. W12	: Notice of ALC
Ex. W13	: Notice of ALC
Ex. W14	: Minutes of Conciliation
Ex. W15	: Failure report

ID 28 of 2002

WW1	: R. Bhaskar
MW1	: K. Balakotaiah
Ex. W1	: Service Certificate
Ex. W2	: Interview call letter
Ex. W3	: Empanel list
Ex. W4	: Service Certificate
Ex. W5	: Service Certificate
Ex. W6	: Service Certificate

ID 29 of 2002

WW1	: M. Mastan
MW1	: K. Balakotaiah
Ex. W1	: Marks Memo
Ex. W2	: Transfer Certificate
Ex. W3	: Caste Certificate
Ex. W4	: Empanel list
Ex. W5	: Empanel list
Ex. W6	: Service Certificate

ID 30 of 2001

WW1	: K. Ravi
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Caste Certificate
Ex. W3	: Service Certificate
Ex. W4	: Interview call letter
Ex. W5	: Service Certificate
Ex. W6	: Service Certificate

ID 31 of 2001		Ex. W7	: Service Certificate
WW1	: B. Shanthamma	Ex. W8	: Service Certificate
MW1	: K. Balakotaiah	ID 37 of 2001	
Ex. W1	: School Certificate	WW1	: P. Obanna
Ex. W2	: Employment card	MW1	: K. Balakotaiah
Ex. W3	: Telegram sent by respondent	Ex. W1	: Caste Certificate
Ex. W4	: Letter from the respondent	Ex. W2	: Marks Memo
Ex. W5	: Service Certificate	Ex. W3	: Service Certificate
Ex. W6	: Service Certificate	Ex. W4	: Interview call letter
Ex. W7	: Service Certificate	Ex. W5	: Empanel list
ID 34 of 2001		Ex. W6	: Service Certificate
WW1	: B. Suseelamma	ID 38 of 2001	
MW1	: K. Balakotaiah	WW1	: M Venkata Subbamma
Ex. W1	: Caste Certificate	MW1	: K. Balakotaiah
Ex. W2	: School Certificate	Ex. W1	: School Certificate
Ex. W3	: Service Certificate	Ex. W2	: Caste Certificate
Ex. W4	: Interview call letter	Ex. W3	: Service Certificate
Ex. W5	: Service Certificate	Ex. W4	: Service Certificate
ID 35 of 2001		Ex. W5	: Interview call letter
WW1	: Gandam Raju	Ex. W6	: Service Certificate
MW1	: K. Balakotaiah	ID 39 of 2002	
Ex. W1	: Marks Memo	WW1	: C. Raju
Ex. W2	: Transfer Certificate	MW1	: K. Balakotaiah
Ex. W3	: Caste Certificate	Ex. W1	: Service Certificate
Ex. W4	: Service Certificate	Ex. W2	: Empanel list
Ex. W5	: Interview call letter	ID 40 of 2001	
Ex. W6	: Service Certificate	WW1	: S. Nityapujaiah
ID 36 of 2001		MW1	: K. Balakotaiah
WW1	: G. Pushpa Raju	Ex. W1	: Marks Memo
MW1	: K. Balakotaiah	Ex. W2	: Transfer Certificate
Ex. W1	: Notification of the bank	Ex. W3	: Caste Certificate
Ex. W2	: Interview call letter	Ex. W4	: Service Certificate
Ex. W3	: Empanel list	Ex. W5	: Telegram by respondent
Ex. W4	: Service Certificate	Ex. W6	: Interview call letter
Ex. W5	: Service Certificate	Ex. W7	: Empanel list
Ex. W6	: Service Certificate	Ex. W8	: Service Certificate

ID 41 of 2002

WW1	:	Mahaboob Basha
MW1	:	K. Balakotaiah
Ex. W1	:	Notification of the bank
Ex. W2	:	Interview call letter
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate
Ex. W5	:	Bank circular to employment exchange
Ex. W6	:	Bank circular to its regional branches

ID 42 of 2001

WW1	:	V. Naga Raju
MW1	:	K. Balakotaiah
Ex. W1	:	Service Certificate
Ex. W2	:	Service Certificate
Ex. W3	:	Petitioner application for absorption
Ex. W4	:	Service Certificate

ID 43 of 2002

WW1	:	C. S. Vijay Kumar
MW1	:	K. Balakotaiah
Ex. W1	:	Service Certificate
Ex. W2	:	Notification of the bank
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate

ID 43 of 2002

WW1	:	Abdul Hafeez
MW1	:	K. Balakotaiah
Ex. W1	:	Service Certificate
Ex. W2	:	Service Certificate
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate
Ex. W5	:	Service Certificate
Ex. W6	:	Bank circular to employment exchange
Ex. W7	:	Bank circular to its regional branches

ID 44 of 2002

WW1	:	S. A. Basha
MW1	:	K. Balakotaiah

Ex. W1	:	Service Certificate
Ex. W2	:	Interview call letter
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate
Ex. W5	:	Service Certificate

ID 45 of 2002

WW1	:	B. Ramakrishna
MW1	:	K. Balakotaiah
Ex. W1	:	Notification of the bank
Ex. W2	:	Interview call letter
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate

ID 46 of 2002

WW1	:	K. Vanurappa
MW1	:	K. Balakotaiah
Ex. W1	:	Notification of the bank
Ex. W2	:	Interview call letter
Ex. W3	:	Service Certificate
Ex. W4	:	Service Certificate

ID 55 of 2001

WW1	:	V. M. Venkatratnam
MW1	:	K. Balakotaiah
Ex. W1	:	Caste Certificate
Ex. W2	:	Marks Memo
Ex. W3	:	Transfer Certificate
Ex. W4	:	Service Certificate
Ex. W5	:	Service Certificate
Ex. W6	:	Empanel list
Ex. W7	:	Service Certificate

ID 59 of 2001

WW1	:	M. Raghunath
MW1	:	K. Balakotaiah
Ex. W1	:	Notification of the bank
Ex. W2	:	Interview call letter
Ex. W3	:	Empanel list
Ex. W4	:	Service Certificate

Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Bank circular to employment exchange
 Ex. W9 : Bank circular to its regional branches

ID 60 of 2001

WW1 : N. Rama Subbaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Marks Memo
 Ex. W2 : Transfer Certificate
 Ex. W3 : Caste Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Interview call letter
 Ex. W9 : Service Certificate

ID 78 of 2002

WW1 : P. Satyanarayana
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Service Certificate
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate

ID 79 of 2002

WW1 : Syed Khadervali
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Empanel list
 Ex. W3 : Paysheet

ID 80 of 2002

WW1 : Chenna Babaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank

Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate

ID 81 of 2002

WW1 : S. Yesubaktha
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Service Certificate
 Ex. W3 : Notification of the bank
 Ex. W4 : Interview call letter
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate

ID 82 of 2002

WW1 : B. Krishna Murthy
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Empanel list
 Ex. W3 : Service Certificate

ID 83 of 2002

WW1 : R. Banerjee Babu
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate

ID 84 of 2002

WW1 : B. Nirmal Kumar
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate

ID 85 of 2002

WW1 : Y. Mohan Rao
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Notification of the bank
 Ex. W3 : Interview call letter
 Ex. W4 : Empanel list

ID 86 of 2002

WW1 : P. Koteswara Rao
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Bank circular to employment exchange
 Ex. W9 : Bank circular to its regional branches

ID 87 of 2002

WW1 : P. Yelamanda
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Empanel list
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Bank circular to employment exchange
 Ex. W6 : Bank circular to its regional branches

ID 89 of 2002

WW1 : M. Bala Murali Krishna
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Bank audit report

ID 91 of 2002

WW1 : M. Rama Krishna
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Caste certificate

ID 92 of 2002

WW1 : D. Ranganayakulu
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Notification of the bank
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate

ID 93 of 2002

WW1 : P. Mallikarjun
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Service Certificate
 Ex. W9 : Service Certificate
 Ex. W10 : Bank circular to employment exchange
 Ex. W11 : Bank circular to its regional branches

ID 94 of 2002

WW1 : K. Suryanarayana
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate

ID 95 of 2002		Ex. W5	: Interview call letter
WW1	: H. Gangamma	Ex. W6	: Empanel list
MW1	: K. Balakotaiah	Ex. W7	: Bank circular to its regional branches
Ex. W1	: Empanel list	Ex. W8	: Bank circular to employment exchange
Ex. W2	: Service Certificate	Ex. W9	: Bank audit report
Ex. W3	: Service Certificate	ID 101 of 2002	
ID 96 of 2002		WW1	: A. Nageshwar Rao
WW1	: B. Venkateswarlu	MW1	: K. Balakotaiah
MW1	: K. Balakotaiah	Ex. W1	: Service Certificate
Ex. W1	: Interview call letter	Ex. W2	: Service Certificate
Ex. W2	: Empanel list	Ex. W3	: Interview call letter
Ex. W3	: Service Certificate	Ex. W4	: Empanel list
Ex. W4	: Service Certificate	Ex. W5	: Service Certificate
ID 98 of 2002		Ex. W6	: Caste Certificate
WW1	: M. V. Surendra Kumar	Ex. W7	: Transfer Certificate
MW1	: K. Balakotaiah	ID 102 of 2002	
Ex. W1	: Service Certificate	WW1	: P. Laxmiramana
Ex. W2	: Empanel list	MW1	: K. Balakotaiah
ID 99 of 2002		Ex. W1	: Service Certificate
WW1	: C. Srinivasa Babu	Ex. W2	: Interview call letter
MW1	: K. Balakotaiah	Ex. W3	: Empanel list
Ex. W1	: Service Certificate	Ex. W4	: Empanel list
Ex. W2	: Interview call letter	Ex. W5	: Empanel list
Ex. W3	: Empanel list	Ex. W6	: Service Certificate
Ex. W4	: Empanel list	Ex. W7	: Service Certificate
Ex. W5	: Caste Certificate	Ex. W8	: Service Certificate
Ex. W6	: Marks Memo	Ex. W9	: Service Certificate
Ex. W7	: Transfer Certificate	Ex. W10	: Marks Memo
Ex. W8	: Service Certificate	Ex. W11	: Caste Certificate
ID 100 of 2002		Ex. W12	: Transfer Certificate
WW1	: G. Sai Prasad	ID 103 of 2001	
MW1	: K. Balakotaiah	WW1	: V. S. Habibulla
Ex. W1	: Service Certificate	MW1	: K. Balakotaiah
Ex. W2	: Service Certificate	Ex. W1	: Service Certificate
Ex. W3	: Service Certificate	Ex. W2	: Interview call letter
Ex. W4	: Notification of the bank	Ex. W3	: Empanel list

Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Bank circular to employment exchange
 Ex. W7 : Bank circular to its regional branches

ID 103 of 2002

WW1 : G. Venkata Subbamma
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate

ID 104 of 2001

WW1 : K. Subbanarasaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Bank circular to employment exchange
 Ex. W7 : Bank circular to its regional branches

ID 105 of 2001

WW1 : B. Sivanarayana
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Service Certificate

ID 105 of 2002

WW1 : T. Deva Prasad
 MW1 : K. Balakotaiah
 Ex. W1 : Interview call letter
 Ex. W2 : Empanel list
 Ex. W3 : Service Certificate

ID 106 of 2001

WW1 : P. Chindambaraiah
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank

Ex. W2 : Absorption letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Service Certificate
 Ex. W9 : Service Certificate
 Ex. W10 : Service Certificate
 Ex. W11 : Service Certificate
 Ex. W12 : Service Certificate
 Ex. W13 : Service Certificate
 Ex. W14 : Service Certificate
 Ex. W15 : Bank circular to its regional branches

ID 107 of 2001

WW1 : G. Nageswara Rao
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate

ID 107 of 2002

WW1 : Mastanvali
 MW1 : K. Balakotaiah
 Ex. W1 : Interview call letter
 Ex. W2 : Empanel list

ID 108 of 2001

WW1 : K. Nagaraju
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Application to respondent
 Ex. W3 : Service Certificate
 Ex. W4 : Interview call letter
 Ex. W5 : Empanel list
 Ex. W6 : Caste Certificate
 Ex. W7 : Marks Memo
 Ex. W8 : Transfer Certificate

ID 108 of 2002

WW1 : Ramesh Babu
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank

Ex. W2	: Interview call letter	Ex. W3	: Empanel list
Ex. W3	: Empanel list	Ex. W4	: Service Certificate
Ex. W4	: Service Certificate		ID 122 of 2001
	ID 109 of 2002	WW1	: K. Subramanyam
WW1	: K. Venkateshwarlu	MW1	: K. Balakotaiah
MW1	: K. Balakotaiah	Ex. W1	: Transfer Certificate
Ex. W1	: Notification of the bank	Ex. W2	: Service Certificate
Ex. W2	: Service Certificate	Ex. W3	: Empanel list
Ex. W3	: Service Certificate	Ex. W4	: Service Certificate
Ex. W4	: Service Certificate	Ex. W5	: Minutes of Conciliation
Ex. W5	: Bank circular to employment exchange	Ex. W6	: Failure report
Ex. W6	: Bank circular to its regional branches		ID 123 of 2001
Ex. W7	: Emp. registration card	WW1	: R. Babuji
	ID 111 of 2001	MW1	: K. Balakotaiah
WW1	: C. Subbarayudu	Ex. W1	: Service Certificate
MW1	: K. Balakotaiah	Ex. W2	: Service Certificate
Ex. W1	: Transfer Certificate	Ex. W3	: Service Certificate
Ex. W2	: Marks Memo	Ex. W4	: Notification of the bank
Ex. W3	: Caste Certificate	Ex. W5	: Interview call letter
Ex. W4	: Service Certificate	Ex. W6	: Service Certificate
Ex. W5	: Interview call letter	Ex. W7	: Service Certificate
Ex. W6	: Service Certificate	Ex. W8	: Service Certificate
	ID 113 of 2001	Ex. W9	: Service Certificate
WW1	: G. Bhaskar	Ex. W10	: Service Certificate
MW1	: K. Balakotaiah	Ex. W11	: Service Certificate
Ex. W1	: Service particulars of the petitioner	Ex. W12	: Service Certificate
	ID 116 of 2002	Ex. W13	: Service Certificate
WW1	: Ch. Gangadri	Ex. W14	: Letter of respondent
MW1	: K. Balakotaiah	Ex. W15	: Bank circular to employment exchange
Ex. W1	: Service Certificate	Ex. W16	: Notice of ALC
Ex. W2	: Service Certificate	Ex. W17	: Notice of ALC
	ID 117 of 2002	Ex. W18	: Notice of ALC
WW1	: V. Raghu	Ex. W19	: Minutes of Conciliation
MW1	: K. Balakotaiah	Ex. W20	: Failure report
Ex. W1	: Notification of the bank		ID 131 of 2002
Ex. W2	: Interview call letter	WW1	: P. Munaiah
		MW1	: K. Balakotaiah

Ex. W1	: Service Certificate	Ex. W3	: Empanel list
Ex. W2	: Empanel list	Ex. W4	: Service Certificate
Ex. W3	: Service Certificate	Ex. W5	: Service Certificate
	ID 133 of 2002	Ex. W6	: Bank circular to employment exchange
WW1	: P. Pushparaju	Ex. W7	: Bank circular to its regional branches
MW1	: K. Balakotaiah		ID 139 of 2002
Ex. W1	: Notification of the bank	WW1	: N. Asheef Ahmed
Ex. W2	: Interview call letter	MW1	: K. Balakotaiah
Ex. W3	: Empanel list	Ex. W1	: Service Certificate
Ex. W4	: Service Certificate	Ex. W2	: Service Certificate
Ex. W5	: Service Certificate	Ex. W3	: Empanel list
Ex. W6	: Bank circular to employment exchange	Ex. W4	: Service Certificate
Ex. W7	: Bank circular to its regional branches	Ex. W5	: Service Certificate
	ID 135 of 2002		ID 146 of 2002
WW1	: G. Sivaganganna	WW1	: Y. Ramanjini
MW1	: K. Balakotaiah	MW1	: K. Balakotaiah
Ex. W1	: Marks Memo	Ex. W1	: Notification of the bank
Ex. W2	: Transfer Certificate	Ex. W2	: Interview call letter
Ex. W3	: Caste Certificate	Ex. W3	: Empanel list
Ex. W4	: Service Certificate	Ex. W4	: Service Certificate
Ex. W5	: Interview call letter	Ex. W5	: Service Certificate
Ex. W6	: Empanel list		ID 152 of 2001
Ex. W7	: Service Certificate	WW1	: B. Bhaskar
Ex. W8	: Service Certificate	MW1	: K. Balakotaiah
	ID 137 of 2002	Ex. W1	: Transfer Certificate
WW1	: Smt. Lal Bee	Ex. W2	: Marks Memo
MW1	: K. Balakotaiah	Ex. W3	: Caste Certificate
Ex. W1	: Notification of the bank	Ex. W4	: Service Certificate
Ex. W2	: Interview call letter	Ex. W5	: Interview call letter
Ex. W3	: Empanel list	Ex. W6	: Empanel list
Ex. W4	: Service Certificate		ID 152 of 2002
Ex. W5	: Service Certificate	WW1	: A Sree Ramulu
	ID 138 of 2002	MW1	: K. Balakotaiah
WW1	: Immam Sab	Ex. W1	: Notification of the bank
MW1	: K. Balakotaiah	Ex. W2	: Service Certificate
Ex. W1	: Service Certificate	Ex. W3	: Interview call letter
Ex. W2	: Notification of the bank	Ex. W4	: Empanel list

ID 153 of 2001

WW1 : K. Raghupathi
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate

ID 153 of 2002

WW1 : Ch. Salappa
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate

ID 154 of 2001

WW1 : Kappaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list

ID 154 of 2002

WW1 : K. Nagendra
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list

ID 155 of 2001

WW1 : P. Gangaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Employment card
 Ex. W2 : Transfer Certificate
 Ex. W3 : Marks Memo
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate

ID 155 of 2002

WW1 : R. Srinivas Rao
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Notification of the bank
 Ex. W3 : Interview call letter
 Ex. W4 : Empanel list
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Bank circular to employment exchange
 Ex. W9 : Bank circular to its regional branches

ID 156 of 2001

WW1 : Y. Venkatadri
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Service Certificate
 Ex. W9 : Service Certificate
 Ex. W10 : Service Certificate
 Ex. W11 : Service Certificate
 Ex. W12 : Empanel list

ID 156 of 2002

WW1 : S. Narayanaswamy
 MW1 : K. Balakotaiah
 Ex. W1 : Empanel list
 Ex. W2 : Caste Certificate
 Ex. W3 : Service Certificate

ID 157 of 2002

WW1 : P. Narayanaswamy
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank

Ex. W2	: Interview call letter			ID 160 of 2001
Ex. W3	: Notification of the bank	WW1	: M. Govindham	
Ex. W4	: Service Certificate	MW1	: K. Balakotaiah	
Ex. W5	: Service Certificate	Ex. W1	: Service Certificate	
Ex. W6	: Service Certificate	Ex. W2	: Interview call letter	
	ID 158 of 2001	Ex. W3	: Empanel list	
WW1	: C. Hariprasad			ID 160 of 2002
MW1	: K. Balakotaiah	WW1	: C. Doddappa	
Ex. W1	: Caste Certificate	MW1	: K. Balakotaiah	
Ex. W2	: Transfer Certificate	Ex. W1	: Service Certificate	
Ex. W3	: Service Certificate	Ex. W2	: Service Certificate	
Ex. W4	: Service Certificate			ID 162 of 2002
Ex. W5	: Notification of the bank	WW1	: S. Balakoteswarao	
Ex. W6	: Interview call letter	MW1	: K. Balakotaiah	
Ex. W7	: Empanel list	Ex. W1	: Notification of the bank	
Ex. W8	: Service Certificate	Ex. W2	: Empanel list	
Ex. W9	: Bank circular to its regional branches	Ex. W3	: Service Certificate	
Ex. W10	: Bank circular to employment exchange	Ex. W4	: Service Certificate	
Ex. W11	: reply of respondent to Ex. W10	Ex. W5	: Service Certificate	
Ex. W12	: Notice of ALC	Ex. W6	: Service Certificate	
Ex. W13	: Notice of ALC	Ex. W7	: Bank circular to employment exchange	
Ex. W14	: Minutes of Conciliation	Ex. W8	: Bank audit report of the bank	
Ex. W15	: Failure report			ID 163 of 2002
Ex. W16	: Letter of respondent	WW1	: K. Meeranna	
Ex. W17	: Reply of respondent to Ex. W16	MW1	: K. Balakotaiah	
	ID 158 of 2002	Ex. W1	: Notification of the bank	
WW1	: V Ramesh Babu	Ex. W2	: Interview call letter	
MW1	: K. Balakotaiah	Ex. W3	: Empanel list	
Ex. W1	: Service Certificate	Ex. W4	: Emp. exchange recommendation letter	
	ID 159 of 2002	Ex. W5	: Service Certificate	
WW1	: P. Prabhakar	Ex. W6	: Service Certificate	
MW1	: K. Balakotaiah			ID 164 of 2002
Ex. W1	: Notification of the bank	WW1	: K. Ramanjaneyulu	
Ex. W2	: Empanel list	MW1	: K. Balakotaiah	
Ex. W3	: Service Certificate	Ex. W1	: Notification of the bank	
Ex. W4	: Service Certificate	Ex. W2	: Empanel list	

Ex W3 : Service Certificate

Ex W4 : Service Certificate

ID 165 of 2002

WW1 : A. Chakrapani

MW1 : K. Balakotaiah

Ex W1 : Service Certificate

Ex W2 : Interview call letter

ID 171 of 2001

WW1 : P. Siddiramulu

MW1 : K. Balakotaiah

Ex W1 : Marks Memo

Ex W2 : Transfer Certificate

Ex W3 : Caste Certificate

Ex W4 : Service Certificate

Ex W5 : Service Certificate

Ex W6 : Empanel list

Ex W7 : Service Particulars

ID 173 of 2001

WW1 : T. Venkatasubbaiah

MW1 : K. Balakotaiah

Ex W1 : Service Certificate

Ex W2 : Interview call letter

Ex W3 : Empanel list

ID 175 of 2001

WW1 : B. Sreeramulu

MW1 : K. Balakotaiah

Ex W1 : Service Certificate

Ex W2 : Interview call letter

Ex W3 : Empanel list

Ex W4 : Marks Memo

Ex W5 : Secondary Education Certificate

ID 177 of 2001

WW1 : G. Venkatesh

MW1 : K. Balakotaiah

Ex W1 : Marks Memo

Ex W2 : Transfer Certificate

Ex W3 : Service Certificate

Ex W4 : Service Certificate

Ex W5 : Empanel list

ID 179 of 2001

WW1 : V. Rabi

MW1 : K. Balakotaiah

Ex W1 : Service Certificate

Ex W2 : Empanel list

Ex W3 : Service Certificate

ID 180 of 2001

WW1 : V. Narasimha Rao

MW1 : K. Balakotaiah

Ex W1 : Transfer Certificate

Ex W2 : Service Certificate

Ex W3 : Service Certificate

Ex W4 : Interview call letter

Ex W5 : Failure report

Ex W6 : Notification of the bank

Ex W7 : Notification of the bank

Ex W8 : Bank circular to its regional branches

Ex W9 : Bank circular to employment exchange

Ex W10 : Bank letters to branches

Ex W11 : Bank letters to branches

ID 181 of 2001

WW1 : Md. Kashim

MW1 : K. Balakotaiah

Ex W1 : Marks Memo

Ex W2 : Transfer Certificate

Ex W3 : Interview call letter

Ex W4 : Service Certificate

Ex W5 : Notice of ALC

Ex W6 : Notice of ALC

Ex W7 : Minutes of Conciliation

Ex W8 : Failure report

ID 191 of 2002

WW1 : M. Jayaramareddy

MW1 : K. Balakotaiah

Ex W1 : Notification of the bank

Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Bank circular to its regional branches

ID 193 of 2002

WW1 : A. Narasimhulu
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate

ID 194 of 2001

WW1 : N. Sinivasulu
 MW1 : K. Balakotaiah
 Ex. W1 : Case Certificate
 Ex. W2 : Marks Memo
 Ex. W3 : Transfer Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Telegram of respondent
 Ex. W7 : Service Certificate
 Ex. W8 : Service Certificate

ID 195 of 2001

WW1 : K. V. Palliaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate

ID 196 of 2001

WW1 : R. Chandrasekhar
 MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate

ID 197 of 2001

WW1 : K. Raghunath
 MW1 : K. Balakotaiah
 Ex. W1 : Marks Memo
 Ex. W2 : Transfer Certificate
 Ex. W3 : Service Certificate
 Ex. W4 : Empanel list
 Ex. W5 : Service Certificate

ID 200 of 2002

WW1 : A. Ramasekhar
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate

ID 201 of 2002

WW1 : Ch. Bhagawan
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate

ID 202 of 2002

WW1 : D. Chennakesavulu
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter

ID 203 of 2002

WW1 : T. Jayaramaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list

Ex. W4 : Service Certificate
ID 204 of 2001

WW1 : G. Srinivasulu
 MW1 : K. Balakotaiah
 Ex. W1 : Marks Memo
 Ex. W2 : Transfer Certificate
 Ex. W3 : Caste Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Interview call letter
 Ex. W6 : Notice of ALC
 Ex. W7 : Minutes of Conciliation
 Ex. W8 : Failure report

ID 204 of 2002

WW1 : S. Ramesh
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Service Certificate
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate

ID 205 of 2001

WW1 : Md. Rasool
 MW1 : K. Balakotaiah
 Ex. W1 : Marks Memo
 Ex. W2 : Transfer Certificate
 Ex. W3 : Service Certificate
 Ex. W4 : Interview call letter
 Ex. W5 : Petitioner application to respondent
 Ex. W6 : Notice of ALC
 Ex. W7 : Minutes of Conciliation
 Ex. W8 : Failure report

ID 205 of 2002

WW1 : M. Sridhar
 MW1 : K. Balakotaiah
 Ex. W1 : Service Certificate
 Ex. W2 : Interview call letter
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate

Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate

ID 206 of 2001

WW1 : S. Venkataramana
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate

ID 206 of 2002

WW1 : R. Mahalaxmaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Notification of the bank
 Ex. W2 : Interview call letter
 Ex. W3 : Empanel list
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate

ID 207 of 2001

WW1 : M. Krishnaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Transfer Certificate
 Ex. W2 : Marks Memo
 Ex. W3 : Nativity Certificate
 Ex. W4 : Employment card
 Ex. W5 : Caste Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Respondent letter to petitioner
 Ex. W9 : Interview call letter
 Ex. W10 : Empanel list
 Ex. W11 : Service Certificate
 Ex. W12 : Minutes of Conciliation

ID 208 of 2001

WW1 : D. Murugesan
 MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate

Ex. W2 : Caste Certificate

Ex. W3 : Service Certificate

Ex. W4 : Interview call letter

Ex. W5 : Service Certificate

ID 209 of 2002

WW1 : B. Prasad

MW1 : K. Balakotaiah

Ex. W1 : Marks Memo

Ex. W2 : Transfer Certificate

Ex. W3 : Caste Certificate

Ex. W4 : Service Certificate

Ex. W5 : Service Certificate

Ex. W6 : Interview call letter

Ex. W7 : Service Certificate

Ex. W8 : Notice of ALC

Ex. W9 : Minutes of Conciliation

Ex. W10 : Failure report

ID 213 of 2002

WW1 : C. Pandiyan

MW1 : K. Balakotaiah

Ex. W1 : Service Certificate

Ex. W2 : Notification of the bank

Ex. W3 : Interview call letter

Ex. W4 : Empanel list

Ex. W5 : Service Certificate

Ex. W6 : Service Certificate

Ex. W7 : Bank circular to employment exchange

Ex. W8 : Bank circular to its regional branches

ID 215 of 2002

WW1 : A. Menaiah

MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate

Ex. W2 : Caste Certificate

Ex. W3 : Service Certificate

Ex. W4 : Notice of ALC

Ex. W5 : Notice of ALC

Ex. W6 : Minutes of Conciliation

Ex. W7 : Failure report

ID 216 of 2002

WW1 : G. Chandraiah

MW1 : K. Balakotaiah

Ex. W1 : Caste Certificate

Ex. W2 : Transfer Certificate

Ex. W3 : Caste Certificate

Ex. W4 : Service Certificate

Ex. W5 : Service particular

Ex. W6 : Bank letter to petitioner

Ex. W7 : Interview call letter

Ex. W8 : Interview call letter

Ex. W9 : Service particulars

Ex. W10 : Bank circular to its regional branches

Ex. W11 : Notice of ALC

Ex. W12 : Notice of ALC

Ex. W13 : Minutes of Conciliation

Ex. W14 : Failure report

ID 224 of 2001

WW1 : P. Subrahmanyam

MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate

Ex. W2 : Caste Certificate

Ex. W3 : Service Certificate

Ex. W4 : Service Certificate

Ex. W5 : Service Certificate

Ex. W6 : Service Certificate

Ex. W7 : Notice of ALC

Ex. W8 : Notice of ALC

Ex. W9 : Minutes of Conciliation

ID 225 of 2001

WW1 : A. C. Sudha

MW1 : K. Balakotaiah

Ex. W1 : Service Certificate

Ex. W2 : Interview call letter

Ex. W3 : Service Certificate

ID 226 of 2001

WW1 : R. Murthy

MW1 : K. Balakotaiah

Ex. W1 : Caste Certificate

Ex. W2 : Transfer Certificate

Ex. W3 : Marks Memo

Ex. W4 : Employment card

Ex. W5 : Caste Certificate

Ex. W6 : Service Certificate

Ex. W7 : Service Certificate

Ex. W8 : Interview call letter

Ex. W9 : Interview call letter

Ex. W10 : Empanel list

Ex. W11 : Service Certificate

Ex. W12 : Appointment letter

Ex. W13 : Conciliation notice

Ex. W14 : Conciliation notice

Ex. W15 : Conciliation minutes

Ex. W16 : Failure report

ID 227 of 2001

WW1 : D. John Jai Singh

MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate

Ex. W2 : Marks Memo

Ex. W4 : Service Certificate

Ex. W5 : Service Certificate

Ex. W6 : Interview call letter

Ex. W7 : Empanel list

Ex. W8 : Service particulars

Ex. W9 : Notice of ALC

Ex. W10 : Notice of ALC

Ex. W11 : Minutes of conciliation

Ex. W12 : Failure report

ID 228 of 2001

WW1 : R. Prabhakar

MW1 : K. Balakotaiah

Ex. W1 : Transfer Certificate

Ex. W2 : Study Certificate

Ex. W3 : Marks Memo

Ex. W4 : Caste Certificate

Ex. W5 : Interview call letter

Ex. W6 : Service Certificate

Ex. W7 : Service Certificate

Ex. W8 : Empanel list

Ex. W9 : Application of petitioner to bank

Ex. W10 : Medical Certificate

Ex. W11 : Service Certificate

Ex. W12 : Service Certificate

Ex. W13 : Notice of ALC

Ex. W14 : Notice of ALC

Ex. W15 : Minutes of Conciliation

Ex. W16 : Failure report

ID 229 of 2001

WW1 : S. Ramakrishnaiah

MW1 : K. Balakotaiah

Ex. W1 : Marks Memo

Ex. W2 : Caste Certificate

Ex. W3 : Service Certificate

Ex. W4 : Interview call letter

Ex. W5 : Empanel list

Ex. W6 : Empanel list

Ex. W7 : Service Certificate

Ex. W8 : Bank circular to its regional branches

ID 230 of 2001

WW1 : D. Krishnamurthy

MW1 : K. Balakotaiah

Ex. W1 : Marks Memo

Ex. W2 : Transfer Certificate

Ex. W3 : Caste Certificate

Ex. W4 : Employment card

Ex. W5 : Service Certificate

Ex. W6 : Interview call letter

Ex. W7	: Service Certificate
Ex. W8	: Service particulars
ID 233 of 2001	
WW1	: T. Anjaneyulu
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Service Certificate
Ex. W3	: Service Certificate
Ex. W4	: Notification of the bank
Ex. W5	: Service Certificate
Ex. W6	: Orders for absorption
Ex. W7	: Proforma list of panel workers
Ex. W8	: Notification of the bank
Ex. W9	: Empanel list
Ex. W10	: Bank circular to its regional branches
Ex. W11	: Bank circular to employment exchange
Ex. W12	: Notice of ALC
Ex. W13	: Notice of ALC

ID 234 of 2001

WW1	: P. Rangam
MW1	: K. Balakotaiah
Ex. W1	: Service Certificate
Ex. W2	: Interview call letter

ID 235 of 2001

WW1	: U. Jaya Babu
MW1	: K. Balakotaiah
Ex. W1	: Marks Memo
Ex. W2	: Caste Certificate
Ex. W3	: Interview call letter
Ex. W4	: Service Certificate
Ex. W5	: Notification of the bank
Ex. W6	: Interview call letter
Ex. W7	: Empanel list
Ex. W8	: Notification of the bank
Ex. W9	: Service Certificate
Ex. W10	: Service Certificate

Ex. W11	: Bank circular to its regional branches
Ex. W12	: Bank circular to employment exchange
Ex. W13	: Notice of ALC
Ex. W14	: Notice of ALC
Ex. W15	: Failure report

ID 235 of 2002

WW1	: M. Giridharsingh
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Marks Memo
Ex. W3	: Residential Certificate
Ex. W4	: Service Certificate
Ex. W5	: Service Certificate
Ex. W6	: Service Certificate
Ex. W7	: Interview call letter
Ex. W8	: Notice of ALC
Ex. W9	: Notice of ALC
Ex. W10	: Minutes of Conciliation

ID 237 of 2002

WW1	: P. Lakshmaiah
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Caste Certificate
Ex. W3	: Conduct Certificate
Ex. W4	: Bank letter to petitioner
Ex. W5	: Interview call letter
Ex. W6	: Service Certificate
Ex. W7	: Service Certificate
Ex. W8	: Service Certificate
Ex. W9	: Service Certificate
Ex. W10	: Service Certificate
Ex. W11	: Notice of ALC
Ex. W12	: Notice of ALC
Ex. W13	: Minutes of Conciliation
Ex. W14	: Failure report

ID 238 of 2002

WW1	: P. Suresh Babu
MW1	: K. Balakotaiah

Ex. W1 : Transfer Certificate
 Ex. W2 : Service Certificate
 Ex. W3 : Service Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Service Certificate
 Ex. W7 : Service Certificate
 Ex. W8 : Service Certificate
 Ex. W9 : Service Certificate
 Ex. W10 : Service Certificate
 Ex. W11 : Service Certificate

ID 241 of 2002

WW1 : P. Nanda Kumar
 MW1 : K. Balakotaiah
 Ex. W1 : Transfer Certificate
 Ex. W2 : Caste Certificate
 Ex. W3 : Caste Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Service Certificate
 Ex. W6 : Interview call letter

ID 243 of 2001

WW1 : N. Rama Rao
 MW1 : K. Balakotaiah
 Ex. W1 : Transfer Certificate
 Ex. W2 : Service Certificate
 Ex. W3 : Interview call letter
 Ex. W4 : Service particulars of petitioner

ID 243 of 2002

WW1 : A. Chandraiah
 MW1 : K. Balakotaiah
 Ex. W1 : Transfer Certificate

Ex. W2 : Caste Certificate
 Ex. W3 : Marks Memo
 Ex. W4 : Service Certificate
 Ex. W5 : Interview call letter
 Ex. W6 : Notice of ALC
 Ex. W7 : Notice of ALC
 Ex. W8 : Minutes of Conciliation
 Ex. W9 : Failure report

ID 245 of 2001

WW1 : G. Chandrasekhar
 MW1 : K. Balakotaiah
 Ex. W1 : Marks Memo

Ex. W2 : Transfer Certificate
 Ex. W3 : Caste Certificate
 Ex. W4 : Service Certificate
 Ex. W5 : Notification of the bank
 Ex. W6 : Service Certificate
 Ex. W7 : Bank circular to its regional branches
 Ex. W8 : Bank circular to employment exchange
 Ex. W9 : Notice of ALC
 Ex. W10 : Minutes of Conciliation
 Ex. W11 : Failure report
 Ex. W12 : Respondent letter to its branches
 Ex. W13 : Respondent letter to its branches

ID 247 of 2001

WW1 : N.C.M. Kondaiah
 MW1 : K. Balakotaiah
 Ex. W1 : Caste Certificate
 Ex. W2 : Transfer Certificate
 Ex. W3 : Service Certificate
 Ex. W4 : Notification of the bank

Ex. W5	: Interview call letter			ID 249 of 2001
Ex. W6	: Notification of the bank	WW1	: V.Emmanial	
Ex. W7	: Bank circular to its regional branches	MW1	: K. Balakotaiah	
Ex. W8	: Bank circular to employment exchange	Ex. W1	: Notification of the bank	
Ex. W9	: Notice of ALC	Ex. W2	: Service Certificate	
Ex. W10	: Minutes of Conciliation	Ex. W3	: Bank circular to employment exchange	
	ID 247 of 2002	Ex. W4	: Bank circular to its regional branches	
WW1	: T. Nagaiah		ID 249 of 2002	
MW1	: K. Balakotaiah	WW1	: M. Ankalaiah	
Ex. W1	: Transfer Certificate	MW1	: K. Balakotaiah	
Ex. W2	: Caste Certificate	Ex. W1	: Marks Memo	
Ex. W3	: Service Certificate	Ex. W2	: Transfer Certificate	
Ex. W4	: Service Certificate	Ex. W3	: Caste Certificate	
Ex. W5	: Notice of ALC	Ex. W4	: Employment card	
Ex. W6	: Notice of ALC	Ex. W5	: Service Certificate	
Ex. W7	: Minutes of Conciliation	Ex. W6	: Letter regarding interview	
Ex. W8	: Failure report	Ex. W7	: Interview call letter	
	ID 248 of 2001	Ex. W8	: Interview call letter	
WW1	: B. Gaananandam	Ex. W9	: Empanel list	
MW1	: K. Balakotaiah	Ex. W10	: Bank letter dt. 27-10-93	
Ex. W1	: Marks Memo	Ex. W11	: Service Certificate	
Ex. W2	: Interview call letter	Ex. W12	: Notice of ALC	
Ex. W3	: Service Certificate	Ex. W13	: Notice of ALC	
Ex. W4	: Empanel list	Ex. W14	: Minutes of Concillation	
Ex. W5	: Minutes of conciliation	Ex. W15	: Failure report	
	ID 248 of 2002		ID 250 of 2001	
WW1	: T. Manoharam	WW1	: S. K. Mahaboob Basha	
MW1	: K. Balakotaiah	MW1	: K. Balakotaiah	
Ex. W1	: Transfer Certificate	Ex. W1	: Marks Memo	
Ex. W2	: Caste Certificate	Ex. W2	: Transfer Certificate	
Ex. W3	: Service Certificate	Ex. W3	: Service Certificate	
		Ex. W4	: Interview call letter	
		Ex. W5	: Service Certificate	

ID 250 of 2002

WW1	: G. Venkataramana
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Transfer Certificate
Ex. W3	: Caste Certificate
Ex. W4	: Service Certificate
Ex. W5	: Interview call letter
Ex. W6	: Empanel list
Ex. W7	: Service Certificate
Ex. W8	: Failure report

ID 251 of 2001

WW1	: G. Satyanandam
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Service Certificate
Ex. W3	: Service Certificate
Ex. W4	: Service Certificate
Ex. W5	: Notice of ALC

ID 252 of 2001

WW1	: Srinivasarao
MW1	: K. Balakotaiah
Ex. W1	: Marks Memo
Ex. W2	: Service Certificate
Ex. W3	: Interview call letter
Ex. W4	: Empanel list
Ex. W5	: Minutes of Conciliation

ID 273 of 2002

WW1	: Y. Mani
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Caste Certificate
Ex. W3	: Interview call letter
Ex. W4	: Service Certificate
Ex. W5	: Interview call letter
Ex. W6	: Empanel list
Ex. W7	: Empanel list
Ex. W8	: Service Certificate
Ex. W9	: Notice of ALC

Ex. W10	: Notice of ALC
Ex. W11	: Minutes of Conciliation
Ex. W12	: Failure report

ID 274 of 2002

WW1	: G. Narasimham
MW1	: K. Balakotaiah
Ex. W1	: Transfer Certificate
Ex. W2	: Marks Memo
Ex. W3	: Caste Certificate
Ex. W4	: Service Certificate
Ex. W5	: Service Certificate
Ex. W6	: Service Certificate
Ex. W7	: Petitioner application
Ex. W8	: Notice of ALC
Ex. W9	: Minutes of Conciliation

ID 300 of 2002

WW1	: J. Sankar
MW1	: K. Balakotaiah
Ex. W1	: Service Certificate
Ex. W2	: Notification of the bank
Ex. W3	: Empanel list

Documents marked for Respondent (in all 154 cases)

Ex. M1	: Settlement dated 17-11-1987
Ex. M2	: Settlement dated 16-7-1988
Ex. M3	: Settlement dated 27-10-1988
Ex. M4	: Settlement dated 9-1-1991
Ex. M5	: Minutes of Conciliation Proceedings dt. 9-6-1995
Ex. M6	: Settlement dated 30-7-1996
Ex. M7	: Memorandum of Understanding dt. 27-2-1997
Ex. M8	: Particulars of 1989 Messenger Panel
Ex. M9	: Particulars of 1989 Non-Messenger Panel
Ex. M10	: Particulars of 1992 General Attendant Panel
Ex. M11	: Judgement of Hon'ble High Court of A.P. in Writ Appeal No. 86/98 and batch dt. 1-5-1998
Ex. M12	: Judgement of the Hon'ble Supreme Court of India in SLP 11886-11888/98 dt. 10-8-1998

नई दिल्ली, 12 सितम्बर, 2005

का. आ. 3533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-09-2005 को प्राप्त हुआ था।

[सं. एल-12012/126/2001-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2005

S.O. 3533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award () of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 09-09-2005.

[No. L-12012/126/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri E. ISMAIL. B. Sc., LL.B.,
Presiding Officer

Dated the 17th May, 2005

L.C.I.D. 13 of 2004

Between : Srinivas Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 18 of 2003

Between : D. Ratana Prakesh

And R 1 : Chairman, SBI, Central office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Governorpet branch, Vijayawada

L.C.I.D. 21 of 2003

Between : S. Anil

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Governorpet branch, Vijayawada

L.C.I.D. 22 of 2003

Between : C. Koteswara Rao

And R 1 : Chairman, SBI, Central office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Labbipet branch, Vijayawada

L.C.I.D. 23 of 2003

Between : Y. Venkaiah

And R 1 : Chairman, SBI, Central office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Main branch, Narsaraopet, Guntur

L.C.I.D. 32 of 2003

Between : S. Raja Ratnam

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Governorpet branch, Vijayawada

L.C.I.D. 33 of 2003

Between : K Vijay Babu

And R 1 : Chairman, SBI, Central office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Narsaraopet branch, Guntur

L.C.I.D. 35 of 2003

Between : J. Dass

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Narsaraopet, Guntur

L.C.I.D. 37 of 2003

Between : T. Narasimha Rao

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Bellamonda branch, Vijayawada

L.C.I.D. 42 of 2003

Between : K. Ramesh Babu

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Governorpet branch, Vijayawada

L.C.I.D. 44 of 2003

Between : G. Prakasha Rao

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Post Box No. 2 branch, Vijayawada

L.C.I.D. 47 of 2003

Between : Y. Nagavenkata Subba Rao

And R 1 : BM, SBI, Ponnur Branch, Guntur

R 2 : CGM, SBI, Bank Street, Hyderabad

L.C.I.D. 48 of 2003

Between : G. Adam

And R 1 : BM, SBI, Ponnur Branch, Guntur

R 2 : CGM, SBI, Bank Street, Hyderabad

L.C.I.D. 82 of 2003

Between : Kattepogu Simon

And R 1 : The Asst. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 88 of 2003

Between : M. Ramesh

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 89 of 2003

Between : G. Srinivas Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 101 of 2003

Between : Ch. Pardesi

And R 1 : The Chief Manager, SBI, Zonal Office
Vijayawada

R 2 : The GM, SBI, LHO, Hyderabad

L.C.I.D. 102 of 2003

Between : S. Narasimha Rao

And R 1 : The Chief Manager, SBI, Zonal Office
Vijayawada

R 2 : The GM, SBI, LHO, Hyderabad

L.C.I.D. 103 of 2003

Between : V.B. Sundar Rao

And R 1 : The Chief Manager, SBI, Zonal Office
Vijayawada

R 2 : The GM, SBI, LHO, Hyderabad

L.C.I.D. 104 of 2003

Between : P. Thomas

And R 1 : The Chief Manager, SBI, Zonal Office
Vijayawada

R 2 : The GM, SBI, LHO, Hyderabad

L.C.I.D. 111 of 2003

Between : T. Sai Venu

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 113 of 2003

Between : A. Uma Meheswar Rao

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 115 of 2003

Between : M. Satyanarayana

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 116 of 2003

Between : C. Ram Babu

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 117 of 2003

Between : M. Venkateshwar Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 118 of 2003

Between : M. Raja Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 119 of 2003

Between : T. Venkata Swamy

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 120 of 2003

Between : Ch. S.S. Shoban Babu

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 121 of 2003

Between : Bhramaramba

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 122 of 2003

Between : B. Srinivas Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 130 of 2003

Between : K. Rama Swamy

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 131 of 2003

Between : M.P. Raju

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 132 of 2003

Between : A. Mahendra Mani

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 146 of 2002

Between : P. Joseph

And R 1 : Chairman, SBI, Central office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Narsaraopet Branch, Guntur

L.C.I.D. 148 of 2002

Between : M. Royala Babu

And R 1 : Chairman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asst. Manager, SBI, Vijayawada

R 4 : BM, SBI, Labbipet, Vijayawada

L.C.I.D. 149 of 2002

Between : M.J. Prashanth Rao

And R 1 : Chariman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asstt. Manager, SBI, Vijayawada

R 4 : BM, SBI, Narsaraopet Branch, Guntur

L.C.I.D. 150 of 2002

Between : V. Babu Rao

And R 1 : Chariman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asstt. Manager, SBI, Vijayawada

R 4 : BM, SBI, Machavaram, Vijayawada

L.C.I.D. 151 of 2003

Between : V. Subba Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 152 of 2002

Between : K. Venkateshwar Rao

And R 1 : Chariman, SBI, Central Office, Mumbai

R 2 : CGM, SBI, Bank Street, Hyderabad

R 3 : Regional Asstt. Manager, SBI, Vijayawada

R 4 : BM, SBI, Main Branch, Vijayawada

L.C.I.D. 152 of 2003

Between : M. Purnachandar Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 153 of 2003

Between : P. Sudhakar Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 154 of 2003

Between : G. Bhaskar Rao

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 155 of 2003

Between : P. Jayaraj

And R 1 : The Dy. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 156 of 2003

Between : Manikya Rao

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 157 of 2003

Between : M. Babu Rao

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 176 of 2003

Between : G. Vankaiah

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 177 of 2003

Between : T. Prasada Rao

And R 1 : The Asstt. Gen. Manager, SBI, Zonal Office
Vijayawada

L.C.I.D. 194 of 2003

Between : N. Pulla Rao

And R 1 : The Asstt. Manager, SBI, Zonal Office
Vijayawada

R 2 : The GM, SBI, LHO, Hyderabad

APPEARANCE :

For the Petitioner : S/Shri Vikas, S. Prasad Rao,
Adinarayana, Narulla Baig, C.
Vijaya Sekhar Reddy,
Niranjan Rao, Advocates

For the Respondent : M/s. B.G. Ravindra Reddy &
B. V. Chandra Sekhar Smt. B.
Lalita Kumari, Advocates.

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/126/2001-IR (B-I) dated 18-9-2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal, between the management of State Bank of India and their workman. The reference is :

SCHEDULE

"Whether the action of the management of State Bank of India, Local head office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, STATE BANK OF INDIA w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?"

The reference is numbered in this Tribunal as I.D. No. 222 of 2001 and notices were issued to the parties. The Government of India has referred about 500 such references and in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others, about 250 Petitioners have filed cases directly under Section 2(A) (2) of the ID Act. It will not be possible or practicable to answer every case separately. As the main issues involved are one and the same, I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Vijayawada Zone & this reference and 48 others 2(A)(2) Petitions a common award is passed.

To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sworn in 1975. I have not only to consider merely the technical aspects, powers of the Industrial Tribunal in simply answering the reference but I will also have to see viewing it as a human problem. These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better

way than to start my award by quoting the entire poem of Faiz,

"Humility I've learnt, sympathy for the poor,
learnt the meaning of despair, suffering and pain;
learnt to comprehend the miseries of the oppressed,
the meaning of cold sighs, of pallied faces.
Whenever those hapless creatures sit together to cry,
In whose eyes tears, bitterness shed, fall asleep.
And those destitute upon whose morsels swoop down
the vulture hovering above, poised on their wings
Whenever is traded in the market place the flesh of
the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart."

As I stated supra, these cases have got a chequered history and instead of myself narrating the same, I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in ID No. 222/2001 has filed the following claim statement. That the workman joined in the services of the management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of Bank has decided to give a chance to temporarily employed personnel found suitable for permanent appointment by waitlisting them by offering permanent appointment or waitlisting them till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India—settlement one, under this settlement three categories of employees were listed. That is, (A) those who have completed 240 days in 12 months or less after 1-7-1975, (B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975. (C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain

the qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank". The workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination, followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per clause 7 of the agreement, i.e., settlement No. 1, the selected panel was to be valid upto December, 1991, the workman submits that circular was issued on 26-4-91 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "To all eligible temporary employees for permanent appointments." The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total five settlements, settlement dated 17-11-87 is the 1st settlement (Ex. M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex. M3), then settlement dated 9-1-91, is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with it a question of time before appointments or services are regularization in the services of the bank. The workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank is not regularizing their services from out of the selected panel and not clearly

focusing the vacancy position, file W.P. No. 4194/97 on the file of the Hon'ble High Court A.P. It is specifically averred in the said Writ Petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Honble High Court of A.P. by an order dated 5-3-97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carryout the terms of the settlement before the expiry of March, 1997. The High Court also recorded a finding that the Bank cannot escape its liability of enforcement of the settlement. In view of the directions granted by the High Court in W.P. No. 4194/97 all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17-11-87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27-10-1988 whereby the panel were made alive upto 31-3-1997 under which the panel was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made alive upto 31-3-1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the Management. Aggrieved by the said action the workmen herein and similarly situated candidates have filed a writ petition before the Honble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3, 4 and 5 therein) on 25-3-97, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in Writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designed to, on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and

reasonable are which obviously is reprehensible and is a face to unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its counter affidavit as follows: "Government of India, vide its letter dated 16-8-1990, issued guidelines to the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the points and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives."

12. The workman submits that the bank also referred a further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc., even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted in spite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein the services of the bank and consider their cases for absorption in view of the circular issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97, dated 5-3-97. In view of the circulars issued by Central Government the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a Viva Voce Test. They therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) In spite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.
- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services of the bank, thereby the settlements cannot be pressed into service not to regularize the

services of the workmen but to terminate their services even if they were otherwise eligible for regularization.

- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme Court in *State Bank of India vs. V. Sundaramani* reported in AIR 1976 SC 1111.
- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the Respondent bank in its true and real implications."

14. The workman submits that in W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the Union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further, judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. It is further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statement it is specifically mentioned that the workman to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that should be made only from among the empanelled candidates. The Management has indulged in

unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates form 1-4-97 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the Constitutional provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-2-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one months notice and taken in view of such notice. Thus, the main proceedings are issued in cleanable exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and its own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its instructions dated 16-8-90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The Management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc.,

depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held and on 17-11-1987 an agreement was signed between the federation and the Management Bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17-11-87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A 3rd settlement was entered into on 27-10-88 and it was agreed that the banks service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec. 25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concessions entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as

many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 herein after referred as 4th settlement. And the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlements the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commission (C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner (C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(I) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federations affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30-7-1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered

under provisions of these settlements. All the other provisions and term of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. That settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the banks services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WR No. 12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's Management. If the Petitioner has worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the present petition is therefore misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has flown from the settlement is favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would come through proper recruitment procedure. As their rights have been

crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the Learned Single Judge in WP No. 9206/97 is of no consequence as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec. 25 F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

22. The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further deposed that he worked for 93 days but he was given certificate only for 55 days before interview. That he worked between 1988-97 for 843 days. That as per the norms he also fits in category B and he speaks about the settlements and he further deposed that on 18-11-93, 800 contract labourers were made permanent by the bank. By then, their existing panels were still not completed. That till dated the bank is still continuing with some persons who are form the panel by making pick and choose method and it is also claimed by Assistant Labour Commissioner (C) that some of these employees are still working. In Ex. W10 itself it was mentioned that still temporary employees were continuing against permanent vacancies and sweepers were not being appointed on regular basis, canteen employees were being used for messengerial work, ex-temporary workers are still being used for performing messengerial work.

23. In the cross examination he deposed that the Branch Manager, Local Head Office Branch, State Bank of India, was known to his father who was a Mali in the bank. After introducing him to the Branch Manager he requested him for providing work to the Petitioner as a temporary messenger. Accordingly, he was given appointment as messenger on temporary basis in 1988 for 55 days and later he had worked as messenger on temporary basis now and then. He was not sponsored by any employment exchange. That he used to work depending on the availability of work in the branch. That he applied for appointment as messenger in response to the advertisement issued by the bank in the year 1991. He was called for interview and his name was included in the panel of temporary messengers in the year 1992. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. That he is not having any documents to show that any person who worked for less number of days was given appointment in the bank. He did not work for 240 days in any year in his entire service. That he appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per & HRD), Sri A. Rama Rao deposed to the facts as stated in the counter, as MW1 and also he speaks about the Hon'ble High Court of A.P., Judgement, the appeal to the Hon'ble High Court and the SLP. In the cross examination he deposed that the settlements and empanelments were for absorption and added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu there off was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies. He does not know whether Mr. M. Lingam, claimant in ID No. 236/2001 working in Barkatpura branch and Mr. Ravi Kanth in ID No. 59/2002 working in Parishram Bhavan branch.

25. Various Advocates have argued in various batches for Petitioners. Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikaas etc. It is argued by Mr. Prabhakar on behalf of Sri S. Ramachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants, while engaging third parties on temporary basis, apart from re-engaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the respondent is high handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the respondent that it has 805 branches all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Like wise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to settle the issue of temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. he belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the settlement they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them, not to attend duties from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in

the last settlement it is specially mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned authorities have to follow the procedure in the approach paper for regularization who are on the rolls of the bank. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of at least 46 candidates who are before this Court still working in Hyderabad module, Vijayawada module there are as many as 26 candidates working, in Tirupathi module 43 are working, even in Visakhapatnam module four are working. Before the 5th settlement take place there was a conciliation proceeding wherein it was specifically agreed, "as regards for filling of messengers posts as already been ordered, the remainder number will be filled before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another joint committee will be constituted to review existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that coolly dispensed them by oral order on 31-3-1997. The question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the Respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241 anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were re-engaged after 1-4-1997 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the conciliation officer they have simply dismissed which is against all canons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several Judgements were cited which will be dealt in due course.

26. Sri S. Prasada Rao, Advocate argued that the Industrial Disputes Act, 1947 is a boon to the industrial development which aims at (a) Investigation and settlement of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry, and (d) Harmony and cordial relations. He submits that in the case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union, AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants are employees of the State Bank of India and they have worked for a period which is noted in the list of cases which are pending

before this Court. That the ultimate object of Industrial Adjudication has been received by all as one of revolutionary import which admits its task not on purely theoretical, abstract, academic grounds adhering to any dogmas, or applying abstract principles mechanically or under any sub-consciousness pressures pre-conceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from *Bharath Banks case* 1950 Supreme Court page 188 down to the latest *Airports Authority case* or to that matter *Steel Authority of India case* 2001 have laid down the importance of the ignorance of the working class and important of their rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in *Federated School Teachers Association of Australia Vs. State of Australia* which was also quoted in the *State of Bombay Vs. Hospital Mazdoor Sabha case* in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in ...".

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right to work and right to adequate means of livelihood in just and humane conditions of work, to living wage, a decent standard of life, education and leisure. Article 43(A) 43 Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the constitutions and the provisions of the Industrial Disputes Act, 1947 requires to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the Law should constantly need the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then he further argues and reiterates the facts of the settlements which need not be repeated here. He further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the empanelled candidates, the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all the applicants with respect to whom that the principles of fair play, equity and consciousness and justice is

required. The workers have fundamental right to live under Articles 14, 15 and 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e., A.P. Shops & Establishments Act. Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of U. Chinnappa Vs. Steel Authority of India in.....

He submits that it was a legitimate expectation of these employees. No doubt, one may not have a right but Courts have recognized that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the conciliation officer that a further settlement may be entered into after 31-3-97 all of a sudden a Memorandum of Understanding is entered into and thousands of people are given a good-bye. All their hopes and legitimate expectations were shattered. That about 35000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The Learned Counsel for the Petitioners Mr. Vikaas, Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities; 1. unfair labour practice, vitiated by colourable exercise of power, 2. impugned oral orders of termination without authority on 31-3-97, 3. the exercise of the said power is violative of article 14 and Sec. 19(2) of the Industrial Disputes Act, 1947, 4. the purpose of entering into settlement was for absorption and it is not as if it's back door entry, it was through advertisements and after interviewed more than 30000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectations of absorption to these poor workmen who have been running around since 1975, the order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working? The argument that due to computerization lesser staff is required does not hold good because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys, sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Undertaking is to defeat the purpose of settlements wherein the effected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various Advocates. The following citations are cited by Sri S. Ramachandra Rao, AIR 1991 Supreme Court page 101

wherein a full bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary unfair, unjust and unreasonable and opposed to public policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving notice or pay in lieu of notice period is opposed to public policy and violative of Articles 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award or settlement is issued the legal import is merely that the stage is set for fresh negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and employees." He also relied on 1999 (5) ALD 1992 (D.B.). General Manager, State Bank of Hyderabad and another Vs. P. Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows. "For the staff which is presently on the rolls of the Banks their services will be regularized in terms of the Approach Paper. For the current requirement banks may utilize their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE & T directly seeking exemption. Until the problem of existing temporary employees is full resolved no Bank will be permitted to make any temporary appointments." In that case para 6, all employees who had put in 90 or more days after the cut off date i.e., 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each a person who had completed 90 days of temporary service as on 1-1-1982 and also after 1-1-1982 shall be regularized by empanelling him for the post. He also referred to Supreme Court employees. Welfare Association Vs. Union of India wherein it was held, that it is well settled principle of law that when a special leave petition is summarily dismissed under article 136 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases page 564, which is to the same effect. He also relied on 2003 (4) Supreme Court cases page 325 wherein their Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court

case page 231 which reiterate the same. He also relied on AIR 2002 Supreme Court page 3088 wherein their Lordships held, "the High Court and all other courts in the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately." He also relied on 2003 (7) Supreme Court cases page 197 wherein it was held, "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as obiter dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts, it cannot be assumed whether a similar direction must or ought to be made as a measure of social justice. Precedents sub-silentio and without argument are of no moment. Mere casual expressions carry no weight at all, nor every passing expression of a Judge, however eminent, can be treated as an *ex cathedra* statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme Court in 1993. Supplementary IV Supreme Court cases 46 Naseem Bano Vs. State of U.P. and Others; wherein, their Lordships held, "since no dispute was raised on behalf of respondents 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of post had not been filled by promotion, in as much as the said averments had not been controverted, the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were about 1500 vacancies and it has not been controverted, hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held, "the Respondent was working as a part-time sweeper in the organization of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2 (s) of the Industrial Disputes Act, 1947. Therefore, awarded reinstatement with continuity of service and full back wages. The High Court also retreated the findings of the Labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time." He also relied on LLJ 1995 (1) LLJ page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month. Average working hours 10-12 hours and no

overtime wages paid. Finding of the Industrial Tribunal that workman has worked 240 days in a calendar year is legal and proper." He also relied on 1995 Supplementary (4) Supreme Court cases page 11 where their Lordships directed regularization of services of the Petitioners who had worked for three years including the break till today, shall not be terminated and shall be absorbed in regular vacancies as and when they arise. He also relied on 1991 supplementary (2) SCC page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986, Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(1) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993 (1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows: "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the *bonafides* of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]."

He also relied on the Full Bench decision of the Hon'ble Supreme Court in 1992 (4) Supreme Court cases page 118, wherein their Lordships held if for any reason, an *ad hoc* or temporary employee is continued for a fairly long spell the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001 (1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as possible subject to their fulfilling the qualification, if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a presumption may arise that there

is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person." He also relied on Judgment of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995 (2) Supreme Court Cases 326 where the Full Bench of the Supreme Court held, "In situation where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schmidt Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied this principle where expectations where "based upon some statement or undertaking by or on behalf of, the public authority" and observed, "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights, provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court Cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held, though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court hits some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be

determined not according to the claimants' perception but in larger public interest." He also relied on 1997 7 SCC 592 wherein it was held that the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of "legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 wherein it is held that—the law must therefore be now taken to be well-settled that procedure prescribed for depriving a person of livelihood must meet the challenge of article 14 and such law would be liable to be tested on the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules of orders affecting the civil rights or result in civil consequences would have to answer the requirement of Article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or to put it negatively, to prevent miscarriage of justice, it is difficult to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fair play in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 clubs life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality, equalitarian in its soul and allergic to discriminatory dictates. Equality is the antithesis of arbitrariness. It is, thereby, conclusively held by this court that the principles of natural justice are part of Article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 wherein it was observed "the right to life includes right to livelihood. Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can it survival be at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain application. That will be mockery of them.

Mr. Vikas, appearing for various Petitioners cited various judgements some of them are 1998 7 SCC page 804 wherein the Hon'ble Supreme Court directed that the contingent staff of Income Tax Department some of them

working from 8 years, directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 where in it was held that the Kerala Water Supply and Civil Water Authority shall immediately regularize the services of Public Health Department employees as per its resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waved etc. Several more citations he filed about regularisation. He also relied on 1996 I Service Law Reporter Supreme Court of India page 56 wherein it was held, workman in the employment in the State of Forest Department for 5 to 6 year and in each year they worked for a period ranging 100 to 330 days workmen employed under the schemes at hand been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and various other judgements and further added to his arguments that by further arguing that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs TN Jaya Ram wherein it was held in Writ Appeal held that the learned single judge held that the Petitioner had not worked continuously for a period 30 days. The learned single judge relied on Category C of the settlement to arrive at the said conclusion. Their Lordships allowed the Writ Appeal on the ground, in view of the fact that "the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank".

Therefore in conclusion Shri Vikas, Advocate, Shri Prabhakar Rao, Advocate on behalf of Shri Ramachandra Rao, Advocate and Shri Prasad, Advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners who have been unceremoniously dismissed on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioners who worked since more than two decades.

It is argued by the Learned Counsel for Respondent Shri BG Ravinder Reddy, Advocate and Smt. Lalitha Kumari, Advocate that the hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and ID. That the Petitioners are casual employees who worked at the branches for short periods at the instance of concerned Branch Manager who had no jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wagers/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the bank on temporary basis in

any identified post or vacancy. That the Petitioners have no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed Messengers and Non-messengers totalling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlement are repugnant to Sec. 23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlements. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive upto 31st March, 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz, if on any available clear vacancies which are of a long duration appointment are made on adhoc basis or daily wage basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in total breach of the requisite procedure of recruitment and especially when there is no vacancy on which such an initial entry of the candidate could never be effected.

They also relied on several cases, in particular, AIR 1991 page 1612 wherein the Hon'ble Supreme Court held that the mere inclusion of a candidate's name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 684 Syndicate Bank Vs. Sankarpal wherein it was held that if a waiting list is for specific period the waitlisted candidates do not have any right ones the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs. Union of India where the Hon'ble Supreme Court held that waitlisted candidates have no right for appointment where there are no vacancies. He also relied on AIR 1992 Supreme Court page 2070 where it was held—Stop gap appointees or temporary appointees do not have any right for continuous or for regularization.

Smt. Lalitha Kumari, Advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a Judgement from Madras High Court wherein the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statutes ignoring minimum education

qualifications, wholly illegal. Taking recourse to regularization cannot cure such illegality.

But both of them mainly relied on the Judgement of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgement of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days also cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Supreme Court held that any person who have completed 240 days cannot claim regularization on such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is an all India agreement and the Hon'ble SC has dismissed the SLP on Merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and all India SBI staff federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 (Ex. M6) which was to lapse on 31-3-1997. Then there was a Memorandum of understanding dt. 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was an conciliation dated 9-6-1995 vide Ex. M5 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-97. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997. Their hopes were further raised by the Judgement of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deemed to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumerary posts within 3 months from today failing which the bank shall pay them all the benefits to which they were entitled as on that date, till they are absorbed". In fact the Hon'ble single judge stated in the Judgement which I quote "Mr. S. Ramachandra Rao, Learned Sr. Counsel appearing for the Petitioners have never controverted such a factual and legal position. Such a dispute in any form existing and even apprehended definitely could be a subject of

reference to the board of settlement, to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication.

..... It is also his apprehension genuinely expressed that driving the Petitioners to such forums for such disputes could be nothing less than pushing the hapless and helpless prey into the greedy and hungry maw of the wild life."

Be that may be so. The above Judgement was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 days in a year has some right as notice or notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements. But for the settlements except those who have completed 240 days in a year others do not have any right under the ID Act. And this is a all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex. M6 herein, was discussed by the Orissa High Court in OJC No 9039 of 1997 (WP) and batch, which was to lapse on 31-3-1997. Wherein it was held "the currency of the arrangements made on the basis of the impugned decisions/settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into this hypothetical questions." Against which SLP was filed in the Hon'ble SC which dismissed saying the SLP is dismissed on merits. In fact all these references or 2(A) (2) are about their termination. For example the reference is "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, State Bank of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?" Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex. M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the end of the judgement, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons, their families and also a human problem although one may feel much by the number of persons involved and the great expectations raised but justice has to be rendered as per law. Therefore in view of the Judgement of the High Court of the Orissa confirmed by the Hon'ble Supreme Court on merits when the SLP was dismissed on merits, I have no option but to hold the termination of services of Sri Anil Kumar and 48 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under Article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary daily wages/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering, the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable grounds as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law & the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Faiz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on this the 17th day of May, 2005.

E. ISMAIL, Presiding Officer

Appendix of Evidence

Documents marked for Petitioners

LCID 13 of 2004

WW1 : T Srinivas Rao

Ex W1 : Service Certificate

LCID 18 of 2003

WW1 : D. Ratna Prakesh

Ex W1 : Service Certificate

Ex W2 : Service Certificate

Ex W3 : Service Certificate

Ex W4 : Service Certificate

Ex W5 : Service Certificate

Ex W6 : Emp. exchange card

Ex W7 : Study Certificate

Ex W8 : Transfer Certificate

Ex W9 : Empanel list

Ex W10 : Interview call letter

Ex W11 : Stay order

Ex W12 : 1992 empanel list

Ex W13 : Notice to respondent

LCID 21 of 2003

WW1 : S. Anil

Ex W1 : Service Certificate

Ex W2 : Service Certificate

Ex W3 : Service Certificate

Ex W4 : Service Certificate

Ex W5 : Transfer Certificate

Ex W6 : Caste Certificate

Ex W7 : Emp. exchange card

Ex W8 : Interview call letter

Ex W9 : Stay order

Ex W10 : 1992 empanel list

Ex W11 : Notice to respondent

LCID 22 of 2003

WW1 : C. Koteswara Rao

Ex W1 : Service Certificate

Ex W2 : Service Certificate

Ex W3 : Caste Certificate

Ex W4 : Transfer Certificate

Ex W5 : Interview call letter

Ex W6 : stay order

Ex W7 : 1992 empanel list

Ex W8 : Notice to the respondent

LCID 23 of 2003

WW1 : Y. Venkaiah

Ex W1 : Service Certificate

Ex W2 : Service Certificate

Ex W3 : Service Certificate

Ex W4 : Service Certificate

Ex W5 : Service Certificate

Ex W6 : Transfer Certificate

Ex W7 : Caste Certificate

Ex W8 : Empanel list

Ex W9 : Employment card

Ex W10 : Interview call letter

Ex W11 : Stay order

Ex W12 : 1992 empanel list

Ex W13 : Notice copy

LCID 32 of 2003

WW1 : S. Raja Ratnam

Ex W1 : Service Certificate

Ex W2 : Service Certificate

Ex W3 : Service Certificate

Ex W4 : Caste Certificate

Ex W5 : Study Certificate

Ex W6 : Transfer Certificate

Ex W7 : Employment card

Ex W8 : Interview call letter

Ex W9 : Stay order

Ex W10 : 1992 empanel list

Ex W11 : Petitioner's empanel list

Ex W12 : Copy of Notice to respondent

LCID 33 of 2003

WW1 : K. Vijay Babu

Ex W 1 : Service Certificate
 Ex W 2 : Service Certificate
 Ex W 3 : Service Certificate
 Ex W 4 : Service Certificate
 Ex W 5 : Service Certificate
 Ex W 6 : Service Certificate
 Ex W 7 : Service Certificate
 Ex W 8 : Marks Memo
 Ex W 9 : Transfer Certificate
 Ex W 10 : Caste Certificate
 Ex W 11 : Driving Certificate
 Ex W 12 : Employment card
 Ex W 13 : Interview call letter
 Ex W 14 : Stay order
 Ex W 15 : 1992 empanel list
 Ex W 16 : Notice to respondent

LCID 35 of 2003

WW 1 : J. Dass

Ex W 1 : Service Certificate
 Ex W 2 : Service Certificate
 Ex W 3 : Transfer Certificate
 Ex W 4 : Caste Certificate
 Ex W 5 : Empanel list
 Ex W 6 : Employment card
 Ex W 7 : Interview call letter
 Ex W 8 : Stay order
 Ex W 9 : 1992 empanel list
 Ex W 10 : Notice to respondent

LCID 37 of 2003

WW 1 : T. Narasimha Rao

Ex W 1 : Service Certificate
 Ex W 2 : Service Certificate
 Ex W 3 : Service Certificate
 Ex W 4 : Employment card
 Ex W 5 : Transfer Certificate
 Ex W 6 : Empanel list
 Ex W 7 : Interview call letter
 Ex W 8 : Stay order
 Ex W 9 : 1992 empanel list
 Ex W 10 : Notice to respondent

LCID 42 of 2003

WW 1 : K. Ramesh Babu

Ex W 1 : Service Certificate
 Ex W 2 : Service Certificate
 Ex W 3 : Service Certificate
 Ex W 4 : Service Certificate
 Ex W 5 : Transfer Certificate
 Ex W 6 : Caste Certificate
 Ex W 7 : Xth Marks Memo
 Ex W 8 : Empanel list
 Ex W 9 : Interview call letter
 Ex W 10 : Stay order

Ex W 11 : 1992 empanel list
 Ex W 12 : Notice to Respondent

LCID 44 of 2003

WW 1 : G. Prakasha Rao

Ex W 1 : Service Certificate
 Ex W 2 : Empl. exchange card
 Ex W 3 : Transfer Certificate
 Ex W 4 : Caste Certificate
 Ex W 5 : Interview call letter
 Ex W 6 : Stay order
 Ex W 7 : 1992 empanel list
 Ex W 8 : Notice to Respondent

LCID 47 of 2003

WW 1 : Y. Nagavenkata Subba Rao

Ex W 1 : Service Certificate
 Ex W 2 : Notice to respondent for employment
 Ex W 3 : Acknowledgement card for Ex. W2

LCID 48 of 2003

WW 1 : G. Adam

Ex W 1 : Service Certificate
 Ex W 2 : Notice to respondent for employment
 Ex W 3 : Acknowledgement card for Ex. W2

LCID 82 of 2003

WW 1 : Kattopogu Simon

Ex W 1 : Service Certificate
 Ex W 2 : Service Certificate
 Ex W 3 : Service Certificate
 Ex W 4 : Service Certificate
 Ex W 5 : Service Certificate
 Ex W 6 : Service Certificate
 Ex W 7 : Service Certificate
 Ex W 8 : Letter of respondent
 Ex W 9 : Interview call letter
 Ex W 10 : Order in WP No. 7838/1995

Ex W 11 : Notification of the bank panel

Ex W 12 : Appointment letter of 80 members of 2nd panel

Ex W 13 : Transfer Certificate

LCID 88 of 2003

WW 1 : M. Ramesh

Ex W 1 : Service Certificate
 Ex W 2 : Notification of the bank
 Ex W 3 : Empanel list

LCID 89 of 2003

WW 1 : G. Srinivas Rao

Ex W 1 : Service Certificate
 Ex W 2 : Notification of the bank

LCID 101 of 2003

WW 1 : Ch. Pardesi

Ex W 1 : Notification of the bank
 Ex W 2 : Empanel list

Ex s W 3 to W 9 are Service Certificates

Ex W 10 : Lapse circular

Ex. W 11 : Paper Advertisement
 Ex. W 12 : Second Empanel list
 Ex. W 13 : Transfer Certificate
 Ex. W 14 : Caste Certificate
 Ex. W 15 : Emp. Registration Card
LCID 102 of 2003
 WW 1 : S. Narasimha Rao
 Ex. W 1 : Notification of the Bank
 Ex. W 2 : Interview Call Letter
 Ex. W 3 : Empanel List
 Ex. W 4 : Service Certificate
 Ex. W 5 : Service Certificate
 Ex. W 6 : Service Certificate
 Ex. W 7 : Service Certificate
 Ex. W 8 : Service Certificate
 Ex. W 9 : Lapse Circular
 Ex. W 10 : Paper Advertisement
 Ex. W 11 : Second Empanel List
 Ex. W 12 : Transfer Certificate
 Ex. W 13 : Emp. Registration Card
LCID 103 of 2003
 WW 1 : V.B. Sundar Rao
 Ex. W 1 : Notification of the Bank
 Ex. W 2 : Service Certificate
 Ex. W 3 : Service Certificate
 Ex. W 4 : Lapse Circular
 Ex. W 5 : Paper Advertisement
 Ex. W 6 : Second Panel List
 Ex. W 7 : Transfer Certificate
 Ex. W 8 : Caste Certificate
LCID 104 of 2003
 WW 1 : P. Thomas
 Ex. W 1 : Notification of the Bank
 Ex. W 2 : Interview Call Letter
 Ex. W 3 : Empanel List
 Ex. W 4 : Service Certificate
 Ex. W 5 : Service Certificate
 Ex. W 6 : Service Certificate
 Ex. W 7 : Lapse Circular
 Ex. W 8 : Paper Advertisement
 Ex. W 9 : Second Panel
 Ex. W 10 : Transfer Certificate
 Ex. W 11 : Caste Certificate
 Ex. W 12 : Emp. Registration Card
 Ex. W 13 : SSC Marks Memo
LCID 111 of 2003
 WW 1 : T. Sai Venu
 Ex. W 1 : Service Certificate
 Ex. W 2 : Service Certificate
 Ex. W 3 : Service Certificate
 Ex. W 4 : Service Certificate
 Ex. W 5 : Caste Certificate

Ex. W 6 : Emp. Exchange Card
 Ex. W 7 : Transfer Certificate
 Ex. W 8 : Marks Memo
 Ex. W 9 : Service Particulars
LCID 113 of 2003
 WW 1 : A Uma Meheswar Rao
 Ex. W 1 : Study Certificate
 Ex. W 2 : Service Certificate
 Ex. W 3 : Emp. Exchange Card
 Ex. W 4 : Transfer Certificate
 Ex. W 5 : Marks Memo
 Ex. W 6 : Service Particulars
 Ex. W 7 : Letter of Absorption
 Ex. W 8 : Service Certificate
 Ex. W 9 : Application for Interview
LCID 115 of 2003
 WW 1 : M. Satyanarayana
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 116 of 2003
 WW 1 : C. Ram Babu
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 117 of 2003
 WW 1 : M. Venkateshwar Rao
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 118 of 2003
 WW 1 : M. Raja Rao
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 119 of 2003
 WW 1 : T. Venkata Swamy
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 120 of 2003
 WW 1 : Ch. SS Shoban Babu
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 121 of 2003
 WW 1 : Bhramaramba
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 122 of 2003
 WW 1 : B. Srinivas Rao
 Ex. W 1 : Service Certificate
 Ex. W 2 : Notification of the Bank
LCID 130 of 2003
 WW 1 : K. Rama Swamy
 Ex. W 1 : Service Certificate
 Ex. W 2 : Service Certificate
 Ex. W 3 : Service Certificate

LCID 131 of 2003

WW 1: K. Rana Swamy
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Service Certificate

LCID 132 of 2003

WW 1: M. Mahendra Man
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Service Certificate

LCID 146 of 2002

WW 1: P. Joseph
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Service Certificate
 Ex. W 4: Service Certificate
 Ex. W 5: Service Certificate
 Ex. W 6: Transfer Certificate
 Ex. W 7: Caste Certificate

LCID 148 of 2002

WW 1: M. Royala Babu
 Ex. W 1: Service Certificate
 Ex. W 2: Study Certificate
 Ex. W 3: Employment Card
 Ex. W 4: Empanel List
 Ex. W 5: Caste Certificate
 Ex. W 6: SSC Marks Memo
 Ex. W 7: VII Marks Memo
 Ex. W 8: Interview Call Letter
 Ex. W 9: Stay order
 Ex. W 10: 1992 Empanel List
 Ex. W 11: Notice
 Ex. W 12: Postal acknowledgements

LCID 149 of 2002

WW 1: M.J. Prashanth Rao
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Caste Certificate
 Ex. W 4: Transfer Certificate
 Ex. W 5: Physically Handicapped Certificate
 Ex. W 6: Empanel List
 Ex. W 7: Interview Call Letter
 Ex. W 8: Stay Order
 Ex. W 9: 1992 Empanel List

LCID 150 of 2002

WW 1: V. Babu Rao
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Service Certificate
 Ex. W 4: Service Certificate
 Ex. W 5: Caste Certificate
 Ex. W 6: Transfer Certificate

Ex. W 7: Employment Card
 Ex. W 8: Interview Call Letter
 Ex. W 9: Stay Order
 Ex. W 10: 1992 Empanel List

LCID 151 of 2003

WW 1: V. Subba Rao

LCID 152 of 2002

WW 1: K. Venkateshwar Rao
 Ex. W 1: Service Certificate
 Ex. W 2: Service Certificate
 Ex. W 3: Service Certificate
 Ex. W 4: Service Certificate
 Ex. W 5: Transfer Certificate
 Ex. W 6: Interview Call Letter
 Ex. W 7: Marks Memo
 Ex. W 8: Employment Card
 Ex. W 9: Caste Certificate
 Ex. W 10: Interview Call Letter
 Ex. W 11: Stay Order
 Ex. W 12: 1992 Empanel List

LCID 152 of 2003

WW 1: M. Purnachandar Rao
 Ex. W 1: Service Certificate
 Ex. W 2: Notification of the Bank
 Ex. W 3: Service Certificate

LCID 153 of 2003

WW 1: P. Sudhakar Rao
 Ex. W 1: Service Certificate

LCID 154 of 2003

WW 1: G. Bhaskar Rao
 Ex. W 1: Service Certificate

LCID 155 of 2003

WW 1: P. Jayaraj
 Ex. W 1: Service Certificate

LCID 156 of 2003

WW 1: Manikya Rao
 Ex. W 1: Service Certificate
 Ex. W 2: Emp. Exchange Card
 Ex. W 3: Transfer Certificate
 Ex. W 4: Income Certificate
 Ex. W 5: Cast Certificate

LCID 157 of 2003

WW 1: M. Babu Rao
 Ex. W 1: Interview Call Letter
 Ex. W 2: Service Certificate
 Ex. W 3: Emp. Exchange Card
 Ex. W 4: Service Certificate
 Ex. W 5: Service Certificate
 Ex. W 6: Service Certificate
 Ex. W 7: Service Certificate
 Ex. W 8: Caste Certificate
 Ex. W 9: Transfer Certificate

LCID 176 of 2003

WW 1: G. Venkaiah

Ex W 1: Study Certificate

Ex W 2: Service Certificate

Ex W 3: Service Certificate

Ex W 4: Caste Certificate

LCID 177 of 2003

WW 1: T. Prasada Rao

Ex W 1: Study Certificate

Ex W 2: Service Certificate

Ex W 3: Caste Certificate

LCID 194 of 2003

WW 1: N. Pulla Rao

Ex W 1: Notification of the Bank

Ex W 2: Empanel List

Ex W 3: Service Certificate

Ex W 4: Service Certificate

Ex W 5: Lapse Circular

Ex W 6: Paper Notification of the Bank

Ex W 7: Second Panel

Ex W 8: Transfer Certificate

Ex W 9: Emp. Registration Card

**Documents marked by Management
(in all the 48 cases)**

Ex. M1: Settlement dated 17-11-1987

Ex. M2: Settlement dated 16-7-1988

Ex. M3: Settlement dated 27-10-1988

Ex. M4: Settlement dated 9-1-1991

Ex. M5: Minutes of Conciliation Proceedings dt. 9-6-1995

Ex. M6: Settlement dated 30-7-1996

Ex. M7: Memorandum of Understanding dt. 27-2-1997

Ex. M8: Particulars of 1989 Messenger Panel

Ex. M9: Particulars of 1989 Non-Messenger Panel

Ex. M10: Particulars of 1992 General Attendant Panel

Ex. M11: Judgement of Hon'ble High Court of A.P. in Writ Appeal No. 86/98 and batch dt. 1-5-1998

Ex. M12: Judgement of the Hon'ble Supreme Court of India in SLP 11886-11888/98 dt. 10-8-1998

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****PRESENT :**

E. ISMAIL, B.Sc. LLB., Presiding Officer

Dated the 17th May 2005

LC 11 of 2003

Between : C. Srinivasa Rao

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Addanki

LC 12 of 2003

Between : B. Subramanyam

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Addanki

LC 13 of 2003

Between : G. Subbaiah

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Paruchuru, Prakasham District

LC 14 of 2003

Between : A. Channaiah

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Addanki

LC 15 of 2003

Between : J.V. Ch. Subba Rao

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Markapur

LC 16 of 2003

Between : L. Jakriah

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Pokuru

LC 17 of 2003

Between : J. Srinivasa Rao

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Addanki

LC 19 of 2004

Between : A. Narsimhulu

And R1: CGM, SBI, Bank Street, Hyderabad

R2: AGM, SBI, Zonal Office Tirupathi

LC 19 of 2003

Between : M.C.

And R1: Chairman, SBI, Central Office, Mumbai

R2: CGM, SBI, Bank Street, Hyderabad

R3: Regional Manager, SBI, Tirupathi

R4: BM, SBI, Kandukuru

LC 20 of 2004

Between : M. Nalappa

And R1 : CGM, SBI, Bank Street, Hyderabad

R2 : AGM, SBI, Zonal Office, Tirupathi

LC 21 of 2004

Between : A. Sidappa

And R1 : CGM, SBI, Bank Street, Hyderabad

R2 : AGM, SBI, Zonal Office, Tirupathi

LC 22 of 2004

Between : M. Zilani Basha

And R1 : CGM, SBI, Bank Street, Hyderabad

R2 : AGM, SBI, Zonal Office, Tirupathi

LC 24 of 2003

Between : G. Issac

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Podih

LC 25 of 2003

Between : S.K. Kaleshah

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kandukur

LC 26 of 2003

Between : Ch. Prabhakar

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kandukur

LC 27 of 2003

Between : T. Akka Rao

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Addanki

LC 28 of 2003

Between : J. Narsinga Rao

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kandukur

LC 29 of 2003

Between : M. Yohoshuna

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Addanki

LC 30 of 2003

Between : G. Lingaiah

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kandukur

LC 31 of 2003

Between : J. Rana Rao

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Addanki

LC 34 of 2003

Between : Jyothi Rosiah

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Addanki

LC 36 of 2003

Between : Anjenailulu

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Ongole

LC 38 of 2003

Between : M. Ayyala Reddy

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kandukur

LC 39 of 2003

Between : M. Anjaiah

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Addanki

LC 40 of 2003

Between : Y. Musalaiah

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Pokuru

LC 41 of 2003

Between : Nagabhushana Sarma

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Cumbum

LC 43 of 2003

Between : S. Devadas

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Kondepi

LC 45 of 2003

Between : N.V. Narasimham

And R1 : Chairman, SBI, Central Office, Mumbai

R2 : CGM, SBI, Bank Street, Hyderabad

R3 : Regional Manager, SBI, Tirupathi

R4 : BM, SBI, Valitivaripalem

LC 46 of 2003

Between : Y. Raju

And R1 : The Manager, SBI, Pedaraveedu, Prakasham

R2 : AGM, SBI, Zonal Office, Tirupathi

R3 : CGM, SBI, Bank Street, Hyderabad

LC 95 of 2003

Between : Napa Danamma

And R1 : CGM, SBI (Personnel), L.H.O. Bank Street, Hyderabad

LC 96 of 2003

Between : K. Prabhakar Rao

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 97 of 2003

Between : K. Riazzuddin

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 98 of 2003

Between : C. Subrahmanyam

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 99 of 2003

Between : K. B. Tulasiram

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 100 of 2003

Between : Sadu China Mala Kondaiah

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 114 of 2003

Between : P. Venkata Ravi

And R1 : AGM, SBI, Tirupathi

LC 139 of 2003

Between : Y Sam Sonaiah

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 140 of 2003

Between : P. Sanjeevaiah

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 141 of 2003

Between : B. Nageshwara Rao

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 142 of 2003

Between : D. Ramakrishnaiah

And R1 :

LC 143 of 2003

Between : T. Manohar Babu

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 144 of 2003

Between : N. Krishnaiah

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 145 of 2003

Between : T. Yesudas

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 146 of 2003

Between : M. Pakkirappa

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 147 of 2003

Between : M. Ramudu

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 158 of 2003

Between : N. Venkata Ramana

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 159 of 2003

Between : P. Gangamma

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 160 of 2003

Between : M. Manohar

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 161 of 2003

Between : G. Chinna Venkataiah

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 183 of 2003

Between : A. Balaraju

And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 189 of 2003

Between : N. Munuswamy
And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 190 of 2003

Between : B. Manohar
And R1 : CGM, SBI, (Personnel), LHO, Bank Street, Hyderabad

LC 209 of 2002

Between : J. Prasad Rao
And R1 : Chairman, SBI, Central Office, Mumbai
R2 : CGM, SBI, Bank Street, Hyderabad
R3 : Regional Manager, SBI, Tirupathi
R4 : BM, SBI, Markapur

APPEARANCES

For the Petitioner : S/Shri C. Vijaya Sekhar Reddy,
S. Prasad Rao, Advocates
For the Respondent : S/Shri B. G. Ravindra Reddy &
B. V. Chandra Sekhar,
Smt. B. Lalita Kumari, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/126/2001-IR (B. I) dated 18-9-2001 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, STATE BANK OF INDIA, w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?"

The reference is numbered in this Tribunal as I.D. No. 222/2001 and notices were issued to the parties. The Government of India has referred about 500 such references and in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others, about 250 Petitioners have filed cases directly under Section 2(A)(2) of the ID Act. It will not be possible or practicable to answer every case separately. As the main issues involved are one and the same. I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Tirupathi Zone & this reference and 53 other 2(A)(2) Petitions a common award is passed.

4. To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sown in 1975. I have not only to consider merely the technical aspects, powers of the Industrial Tribunal in simply answering the reference but I will also have to see viewing it as a human problem.

These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better way than to start my award by quoting the entire poem of Faiz,

"Humility I've learnt, sympathy for the poor,
Learnt the meaning of despair, suffering and pain;
learnt to comprehend the miseries of the oppressed,
the meaning of cold sighs, of pallid faces.
Whenever those hapless creatures sit together to cry,
In whose eyes tears, bitterly shed, fall asleep,
And those destitute upon whose morsels swoop down
the vultures hovering above, posed on their wings
Whenever is traded in the market place the flesh of the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart."

As I stated supra, these cases have got a chequered history and instead of myself narrating the same, I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in ID No. 222/2001 has filed the following claim statement. That the workman joined in the services of the Management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of Bank has decided to give a chance to temporarily employed personnel found suitable for permanent appointment by waitlisting them by offering permanent appointment or waitlisting them till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India—settlement one, under this settlement three categories of employee were listed. That is, A) those who have completed 240 days in 12 months or less after 1-7-1975, B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975, C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain the qualifications and from among the candidates satisfying

the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank", the workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per clause 7 of the agreement, i.e., settlement No. 1, the selected panel was to be valid upto December, 1991, the workman submits that circular was issued on 26-4-1991 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total five settlements, settlement dated 17-11-87 is the 1st settlement (Ex.M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex.M3), then settlement dated 9-1-91 is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with its a question of time before appointments or services are regularized in the services of the bank. The workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank in not regularizing their services from out of the selected panel and not clearly

focussing the vacancy position, filed W.P. No. 4194/97 on the file of the Hon'ble High Court of A.P. It is specifically averred in the said Writ Petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Hon'ble High Court of A.P. by an order dated 5-3-97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carryout the terms of the settlement before the expiry of March, 1997. The High Court also recorded a finding that the Bank cannot escape its liability of enforcement of the settlement. In view of the directions granted by the High Court in W.P. No. 4194/97 all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17-11-87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27-10-1988 whereby the panels were made alive upto 31-3-1997 under which the panel was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made alive upto 31-3-1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the Management. Aggrieved by the said action the workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3,4 and 5 therein) on 25-3-97, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in Writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designed to, on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and

reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its counter affidavit as follows....“Government of India, vide its letter dated 16-8-1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. In para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives”.

12. The workman submits that the bank also referred a further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workmen herein as it does not specify the termination of the employees. In fact, there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc., even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted in spite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97, dated 5-3-97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a Viva Voce Test. They, therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) In spite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.
- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services of the bank, thereby the settlements cannot be pressed into service not to regularize the

services of the workmen but to terminate their services even if they were otherwise eligible for regularization.

- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme Court in *State Bank of India Vs. V. Sundara Mani* reported in AIR 1976 SC 1111.
- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the Respondent bank in its true and real implications."

14. The workman submits that in W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further, judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. It is further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statement it is specifically mentioned that the workmen to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that should be made only from

among the empanelled candidates. The Management has indulged in unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates from 1-4-97 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the Constitutional provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-9-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which can not be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings are issued in cleanable exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and it's own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its instructions dated 16-8-90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The Management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe subordinate staff constraints which arose out of leave

vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/ Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held and on 17-11-1987 an agreement was signed between the federation and the Management Bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17-11-87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A 3rd settlement was entered into on 27-10-88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec. 25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines

envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concessions entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 herein after referred as 4th settlement. And the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In Terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wages denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commissioner(C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner(C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federation's affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30-7-1996 both

the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. The settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No. 12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's Management. If the Petitioner had worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the present petition is therefore misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has

flowed from the settlement in favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was field and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No. 9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose whatsoever. The question of operation of Section 25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

22. The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further deposed that he worked for 93 days but he was given certificate only for 55 days before interview. That he worked between 1988-97 for 843 days. That as per the norms he also fits in category B and he speaks about the settlements and he further deposed that on 18-11-93, 800 contract labourers were made permanent by the bank. By then, their existing panels were still not completed. That till date the bank is still continuing with some persons who are from the panel by making pick and choose method and it is also claimed by Assistant Labour Commissioner (C) that some of these employees are still working. In Ex. W10 itself it was mentioned that still temporary employees were continuing against permanent vacancies and sweepers were not being appointed on regular basis, canteen employees were being used for messengersial work, ex-temporary workers are still being used for performing messengersial work.

23. In the cross examination he deposed that the Branch Manager, Local Head Office branch, State Bank of India, was known to his father who was a Mali in the bank. After introducing him to the Branch Manager he requested him for providing work to the Petitioner as a temporary messenger. Accordingly, he was given

appointment as messenger on temporary basis in 1988 for 55 days and later he had worked as messenger on temporary basis now and then. He was not sponsored by any employment exchange. That he used to work depending on the availability of work in the branch. That he applied for appointment as messenger in response to the advertisement issued by the bank in the year 1991. He was called for interview and his name was included in the panel of temporary messengers in the year 1992. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. That he is not having any documents to show that any person who worked for less number of days was given appointment in the bank. He did not work for 240 days in any year in his entire service. That he appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per & HRD), Sri A. Rama Rao deposed to the facts as stated in the counter, as MW1 and also he speaks about the Hon'ble High Court of A.P., Judgement, the appeal to the Hon'ble High Court and the SLP. In the cross examination he deposed that the settlements and empanelments were for absorption and added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu there off was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies. He does not know whether Mr. M. Lingam, claimant in ID No. 236/2001 working in Barkatpura branch and Mr. Ravi Kanth in ID No. 59/2001 working in Parishram Bhavan branch.

25. Various Advocates have argued in various batches for Petitioners, Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikaas etc.. It is argued by Mr. Prabhakar on behalf of Sri S. Rainachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the Respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants, while engaging third parties on temporary basis, apart from re-engaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the Respondent is high-handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the Respondent that it has 805 branches all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Like wise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to settle the issue of

temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. He belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the settlements they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them not to attend duties from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in the last settlement it is specifically mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned authorities have to follow the procedure in the approach paper for regularisation who are on the rolls of the bank. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of atleast 46 candidates who are before this Court still working in Hyderabad module, Vijayawada module there are as many as 26 candidates working, in Tirupathi module 43 are working, even in Visakhapatnam module four are working. Before the 5th settlement take place there was a conciliation proceedings wherein it was specifically agreed, "as regards for filling of messengers posts as already been ordered, the remainder number will be filled before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another joint committee will be constituted to re-eval existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that coolly dispensed them by oral order on 31-3-1997. The question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the Respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241

anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were reengaged after 1-4-97 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the conciliation officer they have simply dismissed which is against all canons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several Judgements were cited which will be dealt in due course.

26. Sri S. Prasada Rao, Advocate argued that the Industrial Disputes Act, 1947 is a boon to the industrial Development which aims at (a) Investigation and settlement of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry and (d) Harmony and cordial relations. He submits that in the case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union, AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants are employees of the State Bank and they have worked for a period which is noted in the list of cases which are pending before this Court. That the ultimate object of Industrial Adjudication has been received by all as one of revolutionary import which admits its task not on purely theoretical, abstract, academic grounds adhering to any dogmas, or applying abstract principles mechanically or under any sub-consciousness pressures preconceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from Bharath Banks case 1950 Supreme Court page 188 down to the latest Airports Authority case or to that matter Steel Authority of India case 2001 have laid down the importance of the ignorance of the working class and important of their rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in Federated School Teachers Association of Australia Vs. State of Australia which was also quoted in the State of Bombay Vs. Hospital Mazdoor Sabha case "in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in"

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right

to work and right to adequate means of livelihood in just and humane conditions of work, to living wage, a decent standard of life, education and leisure. Article 43(A) 43 Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the constitutions and the provisions of the Industrial Disputes Act, 1947 requires to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the Law should constantly meet the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then he further argues and reiterates the facts of the settlements which need not be repeated here. He further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the impanelled candidates the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all the applicants with respect to whom that the principles of fair play, equity and consciousness and justice is required. The workers have fundamental right to live under Article 14, 15 & 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e. A.P. Shops & Establishment Act, Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of U. Chinnappa Vs. Steel Authority of India in he submits that it was a legitimate expectation of these employees. No doubt one may not have a right but Courts have recognised that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the conciliation officer that a further settlement may be entered in to after 31-3-97 all of a sudden a memorandum of Understanding is entered into and thousands of people are given a good bye. All their hopes and legitimate expectations were shattered. That about 35000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The learned Counsel for the Petitioner Mr. Vikas, Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities: 1. Unfair labour practice, vitiated by colourable exercise of power, 2. impugned oral orders of termination without authority on 31-3-97, 3. the exercise of the said power is violative of article 14 and Sec. 19(2) of

the Industrial Disputes Act, 1947, 4. The purpose of entering into settlement was for absorption and it is not as if it's a back door entry, it was through advertisements and after interviewed more than 30000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectation of absorption to these poor workman who have been running around since 1975. The order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working? The argument that due to computerization lesser staff is required does not hold good because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys, sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Understanding is to defeat the purpose of settlements wherein the effected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various vocates. The following citations are cited by Sri S. Ramachandra Rao. AIR 1991 Supreme Court page 101 wherein a full bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary, unfair unjust and unreasonable and opposed to public policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving notice or pay in lieu of notice period is opposed to public policy and violence of Article 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have, no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award or settlement is issued the legal import is merely that the stage is set for fresh negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and the employees." He also relied on 1999(5) ALD 1992 (D.B.), General Manager, State Bank of Hyderabad and another Vs. P. Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows: "For the staff which is presently on the rolls of the Banks their services will be regularised in terms of the Approach paper. For the current requirement banks

may utilise their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE & T directly seeking exemption. Until the problem of existing temporary employees is fully resolved no Bank will be permitted to make any temporary appointments." In that case para 6, all employees who had put in 90 or more days after the cut off date i.e. 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each a person who had completed 90 days of temporary service as on 1-1-1982 and also after 1-1-1982 shall be regularised by empanelling him for the post. He also referred to Supreme Court employees Welfare Association Vs. Union of India wherein it was held, that it is well settled principle of law that when a special leave petition is summarily dismissed under article 136 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases pages 564, which is to the same effect. He also relied on 2003 (4) Supreme Court cases page 325 wherein their Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court cases page 231 which reiterate the same. He also relied on AIR 2002 Supreme Court, page 3088 wherein their Lordships held, "the High Court and all other courts in the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately. He also relied on 2003 (7) Supreme Court cases page 197 wherein it was held. "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as other dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts, it cannot be assumed where a similar direction must or ought to be made as a measure of social justice. Precedents sub silentio and without argument are of no moment. Mere casual expressions carry no weight at all, nor every passing expression of a Judge. However eminent, can be treated as an ex cathedra statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme in 1993 Supplementary IV Supreme Court cases 46 Naseem Bano Vs. state of UP and others wherein their Lordships held, "since no dispute was

raised on behalf of respondents 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of posts had not been filled by promotion in as much as the said averments had not been controverted the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were about 1500 vacancies and it has not been controverted, hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held, "the Respondent was working as a part-time sweeper in the organisation of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947. Therefore, awarded reinstatement with continuity of service and full back-wages. The High Court also retreated the findings of the labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time. He also relied on LLJ 1995(i) LLJ page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month Average working hours 10 to 12 hours and no overtime wages paid. Findings of the Industrial Tribunal that workman has worked 240 days in calendar year is legal and proper." He also relied on 1995 Supplementary (4) of Supreme Court cases page 11 where their Lordships directed regularisation of services of the Petitioners who had worked for three years including the break till today, shall to be terminated and shall be absorbed in regular vacancies as and when they arise. He also relied on 1991 supplementary (2) SCC Page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986 Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise then in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(1) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993(1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows: "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate

expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bonafides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]"

He also relied on the full bench decision of the Hon'ble Supreme Court in 1992 (4) Supreme Court cases page 118, wherein their Lordships held if for any reason, an ad hoc or temporary employee is continued for a fairly long spell the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001 (1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as possible subject to their fulfilling the qualifications, if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a presumption may arise that there is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for a person." He also relied on Judgement of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995(2) Supreme Court cases page 326 where the full bench of the Supreme Court held, "In situations where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority the affected or likely to be affected by the order passed by a public authority the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schwartz Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied the principle of legitimate expectations were "based upon some statement or undertaking by or on behalf of, the public authority" and observed; "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights,

provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held, though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court has some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be determined not according to the claimants' perception but in larger public interest." He also relied on 19977 SCC 592 wherein it was held that the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of "legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 where in it is held that the law must therefore be now taken to be well settled that procedure prescribed for depriving a person of livelihood must meet the challenge of Article 14 and such law would be liable to be tested on the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules or orders affecting the civil rights or result in civil consequences would have to answer the requirement of Article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or to put it negatively, to prevent miscarriage of justice, it

is difficult to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fair play in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 clubs life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality, equalitarian in its sound and allergic to discriminatory dictates. Equality is the antithesis of arbitrariness. It is, thereby, conclusively held by this court that the principles of natural justice are part of article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 where in it was observed "the right to life includes right to livelihood. Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can it survival be at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be mockery of them.

Mr. Vikas, appearing for various Petitioner cited various Judgements some of them are 1998 7 SCC page 804 where in the Hon'ble Supreme Court directed that the contingent staff of income tax Department some of them working from 8 years, directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 where in it was held that the Kerala water supply and civil water authority shall immediately regularize the services of public health Department employees as per its resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waived etc. Several more citations he filed about regularisation. He also relied on 1996 1 Service law reporter Supreme Court of INDIA page 56 where in it was held, workman in the employment in the state of forest Department for 5 to 6 year and in each year they worked for a period ranging 100 to 330 days, workmen employed under the schemes at hand had been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs TN Jaya Ram where in it was held in Writ Appeal held that the learned single judge held that the Petitioner had not

worked continuously for a period 30 days. The learned single judge relied on category C of the settlement to arrive at the said conclusion. Their Lordships allowed the Writ appeal on the ground, in view of the fact "that the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank".

Therefore in conclusion Shri Vikas, Advocate, Shri Prabhakar Rao, advocate on behalf of Shri Ramachandra Rao, Advocate and Shri Prasad, advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioner who worked since more than two decades.

It is argued by the Learned Counsel for Respondent Shri BG Ravinder Reddy, Advocate and Smt. Lalita Kumari, Advocate that the Hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and ID. That the Petitioners are casual employees who worked at the branches for short periods at the instance of concerned Branch Manager who had no jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wages/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch Managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the bank on temporary basis in any identified post or vacancy. That the Petitioners have no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed messengers and non-messengers totaling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlement are repugnant to Sec. 23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlements. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive upto 31st March 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz., if on any available clear vacancies which are of a long duration appointment are made on adhoc basis or daily wage basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have

got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in total breach of the requisite procedure of recruitment and especially when there is no vacancy on which such an initial entry of the candidate could never be effected.

They also relied on several cases, in particular, AIR 1991 page 1612 where in the Hon'ble Supreme Court held that the mere inclusion of a candidates name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 584 Syndicate Bank Vs Sankarpal where in it was held that if a waiting list is for specific period the wait listed candidates do not have any right ones the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs. Union of India where the Hon'ble Supreme Court held that wait listed candidates have no right for appointment where there are no vacancies. He also relied on AIR 1992 Supreme Court page 2070 where it was held—Stop gap appointees or Temporary appointees do not have any right for continuous or for regularization.

Smt. Lalita Kumari, advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a Judgement from Madras High Court where in the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statutes ignoring minimum education qualifications, wholly illegal. Taking recourse to regularization cannot cure such illegality.

But both of them mainly relied on the Judgement of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgement of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days also cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Supreme Court held that any person who have completed 240 days cannot claim regularization only such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is an all India agreement and the Hon'ble SC has dismissed the SLP on merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and All India SBI staff

federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 (Ex. M6) which was to lapse on 31-3-1997. Then there was a memorandum of understanding dt 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was an conciliation dated 9-6-1995 vide Ex. M5 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-97. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997. Their hopes were further raised by the Judgement of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deemed to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumerary posts within 3 months from today failing which the bank shall pay them all the benefits to which they were entitled as on that date, till they are absorbed". In fact the Hon'ble single judge stated in the Judgement which I quote "Mr. S Ramachandra Rao, Learned Sr Counsel appearing for the Petitioners have never controverted such a factual and legal position. Such a dispute in any form existing and even apprehended definitely could be a subject of reference to the board of settlement to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication....." It is also his apprehension genuinely expressed that driving the Petitioners to such forums for such disputes could be nothing less than pushing the hapless and helpless prey into the greedy and hungry maw of the wild life".

Be that may be so. The above Judgement was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 days in a year has some right as notice or notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements. but for the settlements except those who have completed 240 days in a year others do not have any right under the ID Act. And this is a all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex. M6 herein, was discussed by the Orissa High Court in OJC No 9039 of 1997 (WP) and batch,

which was to lapse on 31-3-1997 where in it was held "the currency of the arrangements made on the basis of the impugned decisions/settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into this hypothetical questions.....". Against which SLP was filed in the Hon'ble SC which dismissed saying the SLP is dismissed on merits. In fact all these references or 2(A)(2) are about their termination. For example the reference is "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary Non-Messenger, State Bank Of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled to?" Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex. M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the end of the Judgement, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons, their families and also a human problem although one may feel much by the number of persons involved and the great expectations raised but justice has to be rendered as per law. Therefore in view of the Judgement of the High Court of the Orissa confirmed by the Hon'ble Supreme Court on merits when the SLP was dismissed on merits, I have no option but to hold the termination of services of Sri Anil Kumar and 53 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under Article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary daily wages/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable grounds as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law & the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Fiaz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on this the 17th day of May 2005.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE**Documents marked for Petitioners****LC 11 of 2003**

WW 1 : C Srinivasa Rao

Ex-W 1 : Interview Call Letter

Ex-W 2 : School Certificate

Ex-W 3 : Service Certificate

Ex-W 4 : Judgment in WP No. 4194/97

LC 12 of 2003

WW 1 : B. Subramanyam

Ex-W 1 : Transfer Certificate

Ex-W 2 : Interview Call Letter

Ex-W 3 : Service Certificate

Ex-W 4 : Application of WW1 to Respondent

LC 13 of 2003

WW 1 : G. Subbaiah

Ex-W 1 : Notification of the bank

Ex-W 2 : Legal Notice

Ex-W 3 : Postal acknowledgement

Ex-W 4 : Postal acknowledgement

Ex-W 5 : Postal acknowledgement

Ex-W 6 : Interview Call Letter

LC 14 of 2003

WW 1 : A. Channaiah

Ex-W 1 : Service Certificate

Ex-W 2 : Transfer Certificate

Ex-W 3 : Caste Certificate

Ex-W 4 : Interview Call Letter

LC 15 of 2003

WW 1 : J V Ch Subba Rao

Ex-W 1 : Service Certificate

Ex-W 2 : Service Certificate

Ex-W 3 : Salary Certificate

Ex-W 4 : Salary Certificate

Ex-W 5 : Service Certificate

Ex-W 6 : Service Certificate

Ex-W 7 : SSC Certificate

LC 16 of 2003

WW 1 : L Jakriah

Ex-W 1 : Service Certificate

Ex-W 2 : Transfer Certificate

Ex-W 3 : Caste Certificate

LC 17 of 2003

WW 1 : J Srinivasa Rao

Ex-W 1 : Service Certificate

Ex-W 2 : Interview Call Letter

Ex-W 3 : Service Certificate

Ex-W 4 : Service Certificate

Ex-W 5 : Caste Certificate

Ex-W 6 : Study Certificate

LC 18 of 2004

WW 1 : A. Narsimhulu

Ex-W 1 : to W11 are Service Certificate

Ex-W 2 : Ex. W12 SSC Marks Memo

Ex-W 3 : Ex. W13 paper notification

Ex-W 4, Ex. W14 & 15 : letters of respondent to WW1

Ex-W 5, Ex. W16 is empanel list

Ex-W 6, Ex. W17 Letter of empanelment

LC 19 of 2003

WW 1 : MCV Ragavulu

Ex-W 1 : Nativity Certificate

Ex-W 2 : Conduct Certificate

Ex-W 3 : Service Certificate

Ex-W 4 : Service Certificate

Ex-W 5 : Service Certificate

LC 20 of 2004

WW 1 : M. Nalappa

Ex-W 1 : Service Certificate

Ex-W 2 : Service Certificate

Ex-W 3 : Service Certificate

Ex-W 4 : Letter dt 28-5-2001 of Zonal office

Ex-W 5 : Service Certificate

Ex-W 6 : Service Certificate

Ex-W 7 : Service Certificate

Ex-W 8 : Marks Memo of SSC

Ex-W 9 : Paper Notification of the bank

Ex-W 10 : Empanel List

LC 21 of 2004

WW 1 : A. Sidappa

Ex-W 1 : Service Certificate

Ex-W 2 : Service Certificate

Ex-W 3 : Service Certificate

Ex-W 4 : Service Certificate

Ex-W 5 : Service Certificate

Ex-W 6 : Service Certificate

Ex-W 7 : Service Certificate

Ex-W 8 : Marks Memo of SSC

Ex-W 9 : Paper Notification of the bank

LC 22 of 2004

WW 1 : M. Zilani Basha

Ex-W 1 : Letter dt 28-5-2001 of Zonal office

Ex-W 2 : Service Certificate

Ex-W 3 : Service Certificate

Ex-W 4 : Service Certificate

Ex-W 5 : Service Certificate

Ex-W 6 : Service Certificate

Ex-W 7 : Service Certificate

Ex-W 8 : Marks Memo of SSC

Ex-W 9 : Paper Notification of the bank

LC 24 of 2003

WW 1 : G. Issac

LC 25 of 2003

WW 1 : S.K. Kaleshah

Ex-W 1 : Service Certificate

Ex-W 2 : Nativity Certificate

Ex-W 3 : Transfer Certificate

LC 26 of 2003

WW 1 : Ch. Prabhakar

Ex-W 1 : Service Certificate

Ex-W2 : Employment card
 Ex-W3 : Appointment order
 Ex-W4 : Caste Certificate
 Ex-W5 : Transfer Certificate

LC 27 of 2003

WW 1 : TAKka Rao
 Ex-W1 : Caste Certificate
 Ex-W2 : Interview Call Letter
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Transfer Certificate
 Ex-W6 : Service Certificate

LC 28 of 2003

WW 1 : J Narsinga Rao
 Ex-W1 : Service Certificate
 Ex-W2 : Caste Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate
 Ex-W5 : Caste Certificate

LC 29 of 2003

WW 1 : M Yohoshuna
 Ex-W1 : Interview Call Letter
 Ex-W2 : Caste Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate

LC 30 of 2003

WW 1 : G Lingaiah
 Ex-W1 : Service Certificate
 Ex-W2 : Caste Certificate
 Ex-W3 : Transfer Certificate

LC 31 of 2003

WW 1 : J Rama Rao
 Ex-W1 : Interview Call Letter
 Ex-W2 : Appointment Letter
 Ex-W3 : Service Certificate
 Ex-W4 : Community Certificate
 Ex-W5 : Interview Call Letter
 Ex-W6 : Empanel list

LC 34 of 2003

WW 1 : Jyothi Rosiah
 Ex-W1 : Interview Call Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Transfer Certificate
 Ex-W4 : Caste, Nativity, Birth Certificate
 Ex-W5 : Service Certificate

LC 36 of 2003

WW 1 : Anjenaiula
 Ex-W1 : Interview Call Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Physically Handicapped Certificate
 Ex-W4 : Transfer Certificate

LC 38 of 2003

WW 1 : M Ayyala Reddy
 Ex-W1 : Transfer Certificate
 Ex-W2 : Caste Certificate

Ex-W3 : Service Certificate

Ex-W4 : Service Certificate

LC 39 of 2003

WW 1 : M Anjaiah
 Ex-W1 : Service Certificate
 Ex-W2 : Transfer Certificate
 Ex-W3 : Caste Certificate
 Ex-W4 : Interview Call Letter
 Ex-W5 : Service Certificate
 Ex-W6 : Conduct Certificate
 Ex-W7 : Nativity Certificate

LC 40 of 2003

WW 1 : Y Musalaiah
 Ex-W1 : Study Record
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Community Certificate

LC 41 of 2003

WW 1 : Nagabhushana Sarma
 Ex-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate
 Ex-W5 : Interview Call Letter

LC 43 of 2003

WW 1 : S Devadas
 Ex-W1 : Transfer Certificate
 Ex-W2 : Income Certificate
 Ex-W3 : Caste Certificate
 Ex-W4 : Conduct Certificate

LC 45 of 2003

WW 1 : NV Narasimham
 Ex-W1 : Transfer Certificate
 Ex-W2 : Nativity Certificate
 Ex-W3 : Service Certificate

LC 46 of 2003

WW 1 : Y Raju
 Ex-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Transfer Certificate
 Ex-W4 : Empanel List
 Ex-W5 : Community Certificate
 Ex-W6 : Representation of WW1 to Respondent
 Ex-W7 : Interview call Letter
 Ex-W8 : Appointment Order

LC 95 of 2003

WW 1 : Napa Danamma
 Ex-W1 : Interview Call Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate

Ex-W5 : Record Sheet upto 5th Standard
Ex-W6 : Caste Certificate

LC 96 of 2003

WW 1 : K-Prabhakar Rao
Ex-W1 : Caste Certificate
Ex-W2 : Service Certificate
Ex-W3 : Transfer Certificate
Ex-W4 : Service Certificate

LC 97 of 2003

WW 1 : K Riazuddin
Ex-W1 : Service Particulars
Ex-W2 : Service Certificate
Ex-W3 : Transfer Certificate
Ex-W4 : Conduct Certificate
Ex-W5 : SSC Marks Memo
Ex-W6 : Empanel List

LC 98 of 2003

WW 1 : C. Subrahmanyam
Ex-W1 : Service Certificate
Ex-W2 : Service Certificate
Ex-W3 : Service Certificate
Ex-W4 : Service Certificate
Ex-W5 : Absorption Letter
Ex-W6 : Caste Certificate
Ex-W7 : SSC Marks Memo
Ex-W8 : Transfer Certificate

LC 99 of 2003

WW 1 : K.B. Tulasiram
Ex-W1 : Service Certificate
Ex-W2 : Letter of Absorption of Service
Ex-W3 : School Certificate
Ex-W4 : Caste Certificate

LC 100 of 2003

WW 1 : Sat Chins Mala Kondaiah
Ex-W1 : Service Certificate
Ex-W2 : Service Certificate
Ex-W3 : Study Certificate
Ex-W4 : Nativity Certificate
Ex-W5 : Caste Certificate

LC 114 of 2003

WW 1 : P Venkata Ravi
Ex-W1 : Service Certificate
Ex-W2 : Interview Call Letter
Ex-W3 : Empanel List
Ex-W4 : Service Certificate
Ex-W5 : Transfer Certificate
Ex-W6 : Service Particulars

LC 139 of 2003

WW 1 : Y Sam Sonaiah
Ex-W1 : Service Certificate

Ex-W2 : Interview Call Letter
Ex-W3 : Service Certificate
Ex-W4 : Study Certificate
Ex-W5 : Caste, Nativity, Birth Certificate

LC 140 of 2003

WW 1 : P Sanjeevaiah
Ex-W1 : Interview Call Letter
Ex-W2 : Service Certificate
Ex-W3 : Transfer Certificate
Ex-W4 : Service Certificate
Ex-W5 : Service Certificate
Ex-W6 : Caste Certificate

LC 141 of 2003

WW 1 : B. Nageshwar Rao
Ex-W1 : Service Certificate
Ex-W2 : Nativity Certificate
Ex-W3 : Caste Certificate

LC 142 of 2003

WW 1 : D Ramakrishnaiah
Ex-W1 : Absorption Letter
Ex-W2 : Service Certificate
Ex-W3 : Service Certificate
Ex-W4 : Transfer Certificate
Ex-W5 : Caste Certificate

LC 143 of 2003

WW 1 : T Manohar Babu
Ex-W1 : Interview Call Letter
Ex-W2 : Service Certificate
Ex-W3 : Service Certificate
Ex-W4 : Service Certificate
Ex-W5 : Service Certificate
Ex-W6 : Marks Memo of SSC
Ex-W7 : Service Certificate

LC 144 of 2003

WW 1 : N Krishnaiah
Ex-W1 : Absorption Letter
Ex-W2 : Service Certificate
Ex-W3 : Service Certificate
Ex-W4 : Service Certificate
Ex-W5 : Service Certificate
Ex-W6 : Service Certificate
Ex-W7 : Service Certificate
Ex-W8 : Service Certificate
Ex-W9 : Service Certificate
Ex-W10 : Service Certificate
Ex-W11 : Transfer Certificate
Ex-W12 : SSC Marks Memo
Ex-W13 : Conduct Certificate
Ex-W14 : BC Certificate by MRO
Ex-W15 : Caste Certificate

LC 145 of 2003

WW 1 : T Yesudas
Ex-W1 : Marks Memo

Ex-W2 : Transfer Certificate
 Ex-W3 : Caste Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Service Certificate

LC 146 of 2003

WW 1 : M Pakkappa
 Ex-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Absorption Letter
 Ex-W6 : Transfer Certificate
 Ex-W7 : Caste Certificate

LC 147 of 2003

WW 1 : M Ramudu
 Ex-W1 : Reminder Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate
 Ex-W5 : Caste Certificate

LC 158 of 2003

WW 1 : N Venkata Ramana
 Ex-W1 : Absorption Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate & Conduct Certificate
 Ex-W5 : Service Certificate
 Ex-W6 : Caste Certificate
 Ex-W7 : IX Pass Certificate

LC 159 of 2003

WW 1 : P Gangamma
 Ex-W1 : Interview call letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Caste Certificate

LC 160 of 2003

WW 1 : M Manohar
 Ex-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate
 Ex-W5 : SSC Marks Memo
 Ex-W6 : Caste Certificate

LC 161 of 2003

WW 1 : G Chinna Venkataiah
 Ex-W1 : Absorption Letter
 Ex-W2 : Telegram
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Transfer Certificate
 Ex-W6 : Caste Certificate

LC 183 of 2003

WW 1 : A Balaraju
 Ex-W1 : Interview call letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Empanel list
 Ex-W5 : Service Certificate

LC 189 of 2003

WW 1 : N Munuswamy
 Ex-W1 : Absorption Letter
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Transfer Certificate
 Ex-W6 : SSC Marks Memo
 Ex-W7 : Caste Certificate

LC 190 of 2003

WW 1 : B Manohar
 Ex-W1 : Service Certificate
 Ex-W2 : Caste Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Transfer Certificate

LC 209 of 2002

WW 1 : J Prasad Rao
 Ex-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Interview call letter
 Ex-W4 : Service Certificate
 Ex-W5 : Transfer Certificate
 Ex-W6 : Marks Memo
 Ex-W7 : Caste Certificate

Documents marked by Management (in all the 150 cases)

Ex. M1 : Settlement dated 17-11-1987
 Ex. M2 : Settlement dated 16-7-1988
 Ex. M3 : Settlement dated 27-10-1988
 Ex. M4 : Settlement dated 9-1-1991
 Ex. M5 : Minutes of Conciliation Proceedings dt. 9-6-1995
 Ex. M6 : Settlement dated 30-7-1996
 Ex. M7 : Memorandum of Understanding dt 27-2-1997
 Ex. M8 : Particulars of 1989 Messenger Panel
 Ex. M9 : Particulars of 1989 Non-Messenger Panel
 Ex. M10 : Particulars of 1992 General Attendant Panel
 Ex. M11 : Judgement of Hon'ble High Court of A.P. in
 Writ Appeal No. 86/98 and batch dt. 1-5-1998.
 Ex. M12 : Judgement of Hon'ble Supreme Court of India
 in SLP 11886-11888/98 dt 10-8-1998

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present :** Shri E. ISMAIL, B.Sc., LL.B.,
Presiding Officer

Dated the 17th May, 2005

LC ID No : 20/2002**Between :** T. Appa Rao
S/o Lakshumuna**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 22/2002****Between :** K. Srinivasa Rao
S/o Surya Rao**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 26/2002****Between :** M. Simhachalam
S/o Satyanarayana**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 27/2002****Between :** B Srinivasa Rao
S/o Late Satya Rao**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 37/2002****Between :** T Krishna
S/o Ramayya**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 38/2002****Between :** G Venkata Ramana
S/o Gopalakrishna
AndState Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 39/2002****Between :** V. Venkata Ramana
S/o Appanna**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 40/2002****Between :** B. Venkata Rao
S/o Sinnachalam**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 41/2002****Between :** Jagannadha Rao
S/o Late Appa Rao**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 42/2002****Between :** M.V. Ramana Murthy
S/o Late Sanyasilingam**And**State Bank of India
Personnel Section, Region II,
Zonal Office,
Represented by its Deputy General Manager,
Visakhapatnam**LC ID No : 43/2002****Between :** B.V.S. Rajula Subba Rao
S/o Dalayya**And**State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 44/2002

Between : K Srinivasa Rao
S/o Ramu

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 45/2002

Between : R. Vasudeva Rao
S/o Narayana Das

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 46/2002

Between : D. Appala Raju
S/o Narayana Rao

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 47/2002

Between : K. Gowrinaidu
S/o Adinarayana

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 48/2002

Between : T. Suri Appa Rao
S/o Late Appalaswamy

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 49/2002

Between : K. Madhu Sudhana Rao
S/o Satyanarayana

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 50/2002

Between : S. Neelayya
S/o Mallayya

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 51/2002

Between : R. Suryanarayana
S/o Suryanarayana

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 54/2002

Between : T. Somayya
S/o Surayya

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 55/2002

Between : T. Srinivasa Rao
S/o Ramamurthy

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 60/2002

Between : K Jagadeswara Rao
S/o Jagga Rao

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

LC ID No : 92/2002

Between : M. Ravi Kumar
S/o Late Narayana

And

State Bank of India
Personnel Section, Region II,
Zonal Office,

Represented by its Deputy General Manager,
Visakhapatnam

Appearances for all 23 cases :

For the Petitioner : S/Shri SSR Raju &
G Manga Rao,
Advocates
For the Respondent : Shri M. Ramdas &
D. J. Murthy,
Advocates.

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/126/2001-IR (B.I) dated 18-9-2001 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

SCHEDULE

“Whether The action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, STATE BANK OF INDIA w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?”

The reference is numbered in this Tribunal as I.D. No. 222/2001 and notices were issued to the parties. The Government of India has referred about 500 such references and in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others, about 250 Petitioners have filed cases directly under Section 2(A) (2) of the ID Act. It will not be possible or practicable to answer every case separately. As the main issues involved are one and the same. I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Visakhapatnam Zone and this reference and 23 other 2(A) (2) Petitions a common award is passed.

4. To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sworn in 1975. I have not only to consider merely the technical aspects, powers of the Industrial Tribunal in simply answering the reference but I will also have to see viewing it as a human problem. These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better way than to start my award by quoting the entire poem of Faiz,

“Humility I've learnt, sympathy for the poor,
learnt the meaning of despair, suffering and pain;
learnt to comprehend the miseries of the
oppressed,
the meaning of cold sighs, of pallied faces.

Whenever those hapless creatures sit together to
cry,
In whose eyes tears, bitterly shed, fall asleep.
And those destitute upon whose morsels swoop
down,
the vultures hovering above, poised on their wings

whenever is traded in the market place the flesh of
the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart.”

As I stated supra, these cases have got a chequered history and instead of myself narrating the same. I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in ID No. 222/2001 has filed the following claim statement. That the workman joined in the services of the Management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of Bank has decided to give a chance to temporarily employed personnel found suitable for permanent appointment by waitlisting them by offering permanent appointment or waitlisting them till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India—settlement one, under this settlement three categories of employees were listed. That is, (A) those who have completed 240 days in 12 months or less after 1-7-1975, (B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975, (C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain the qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, “there will be no temporary appointments in the subordinate cadre”, except on a restrictive basis in the specified category, “from amongst empanelled candidates as per existing guidelines of the bank”. The workman further submits that consequent upon the said agreement and the draft.

a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per clause 7 of the agreement, i.e., settlement No. 1, the selected panel was to be valid upto December, 1991. The workman submits that circular was issued on 26-4-91 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments". The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total five settlements, settlement dated 17-11-87 is the 1st settlement (Ex. M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex. M3), then settlement dated 9-1-91 is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with its a question of time before appointments or services are regularized in the services of the bank. The workman was working with the bank of temporary basis was under the bona fide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank in not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 on the file of the Hon'ble High Court of A.P. It is specifically averred in the said Writ Petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Hon'ble High Court of A.P. by an order dated 5-3-97 directed the bank to implement the

settlement as amended from time to time. It was directed the bank to carryout the terms of the settlement before the expiry of March, 1997.

The High Court also recorded a finding that the Bank cannot escape its liability of enforcement of the settlement. I view of the directions granted by the High Court in W.P. No. 4194/97 all candidates whose names appeared in the select panel's prepared on the basis of the agreement entered into on 17-11-87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27-10-1988 whereby the panels were made alive upto 31-3-1997 under which the panel was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made alive upto 31-3-1997 were under the bona fide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the Management. Aggrieved by the said action the workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3, 4 and 5 therein) on 25-3-97, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in Writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mentioned that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designed to, on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its counter affidavit as follows : "Government of India, vide its letter dated 16-8-1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired. They could enter into a conciliation settlement with the representative union. In para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives".

12. The workman submits that the bank also referred a further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc. even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted in spite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97 dated 5-3-97. In view of the circulars issued by the Central Government the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a Viva Voce Test. They, therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) In spite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above, workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.

- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services of the bank, thereby the settlements cannot be pressed into service not to regularize the services of the workmen but to terminate their services even if they were otherwise eligible for regularization.
- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme Court in *State Bank of India Vs. V. Sundra Mani* reported in AIR 1976 SC 1111.
- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the Respondent bank in its true and real implications".

14. The workman submits that in W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further, judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. It

is further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statements it is specifically mentioned that the workman to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that should be made only from among the empanelled candidates. The Management has indulged in unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates from 1-4-97 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the Constitutional provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-2-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which can not be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings are issued in cleanable exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and it's own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its instructions dated 16-8-1990 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The Management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services

of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe subordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/ Reserve Bank of India on intake of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper-cum-water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held and on 17-11-1987 an agreement was signed between the federation and the Management bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules, 1957. A copy of the said settlement dated 17-11-87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A 3rd settlement was entered into on 27-10-88 and it was agreed that the banks' service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec. 25F of Industrial Disputes Act, 1947 may be decided by entering into a

settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 hereinafter referred as 4th settlement. And the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e. 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commissioner (C) for implementation of bipartite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner (C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federation's affiliate and the bank Management

recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management Bank that in terms of the settlement dated 30-7-1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. The settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No. 12964/94, held as follows. "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the Majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's

Management. If the Petitioner had worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the present petition is therefore misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has flown from the settlement in favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the Learned Single Judge in WP No. 9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose whatsoever. The question of operation of Sec. 25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

22. The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further deposed that he worked for 229 days between 1984-91.

23. In the cross examination he deposed that his employment was need based and he was interviewed and empanelled as per settlements reached between the Management and Employees Association. He accepted that no juniors were appointed on regular basis and he did not work for 240 days in any year in his entire service. That he appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per & HRD). Sri CRM Sastry deposed to the facts as stated in the counter, as MWI and also he speaks about the Hon'ble High Court of A.P., Judgement, the appeal to the Hon'ble High Court and the SLP. In the cross-examination he deposed that the settlements and empanelments were for absorption and added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu thereof was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies.

25. Various Advocates have argued in various batches for Petitioners. Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikaas, Mr. SSN Raju etc. It is argued by Mr. Prabhakar on behalf of Sri S. Ramachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the Respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants, while engaging third parties on temporary basis, apart from reengaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the Respondent is high-handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the Respondent that it has 805 branches all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Likewise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to settle the issue of temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. He belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the settlements they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them not to attend duties

from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in the last settlement it is specifically mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned authorities have to follow the procedure in the approach paper for regularization who are on the rolls of the bank. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of at least 40 candidates who are before this Court still working in Hyderabad module, Vijayawada module there are as many as 26 candidates working, in Tirupathi module 43 are working, even in Visakhapatnam module four are working. Before the 5th settlement take place there was a conciliation proceeding wherein it was specifically agreed "as regards for filling of messengers posts as already been ordered, the remainder number will be filled before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another joint committee will be constituted to review existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that coolly dispensed them by oral order on 31-3-1997, the question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241 anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were reengaged after 1-4-97 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the conciliation officer they have simply dismissed which is against all cannons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several Judgements were cited which will be dealt in due course.

26. Sri S. Prasada Rao, Advocate argued that the Industrial Disputes, Act, 1947 is a boon to the industrial development which aims at (a) Investigation and settlement of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry and (d) Harmony and cordial relations. He submits that in the case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants

are employees of the State Bank of India and they have worked for a period which is noted in the list of cases which are pending before this Court. That the ultimate object of Industrial Adjudication has been received by all as one of revolutionary import which admits its task not on purely theoretical, abstract, academic grounds adhering to any dogmas, or applying abstract principles mechanically or under any sub-consciousness pressures preconceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from *Bharath Banks Case 1950* Supreme Court page 188 down to the latest *Airports Authority Case* or to that matter *Steel Authority of India case 2001* have laid down the importance of the ignorance of the working class and important of their rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in *Federated School Teachers Association of Australia Vs. State of Australia* which was also quoted in the *State of Bombay Vs. Hospital Mazdoor Sabha case* "in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in....".

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right to work and right to adequate means of livelihood in just and humane conditions of work, to living wage, a decent standard of life, education and leisure. Article 43(A) 43 Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of Undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the Constitutions and the provisions of the Industrial Disputes Act, 1947 requires to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the Law should constantly meet the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then the further argues and reiterates the facts of the settlements which need not be repeated here. He further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the empanelled candidates,

the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all the applicants with respect to whom that the principles of fair play, equity and consciousness and justice is required. The workers have fundamental right to live under Articles 14, 15 and 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e., A. P. Shops and Establishments Act. Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of *U. Chinnappa Vs. Steel Authority of India in.....* He submits that it was a legitimate expectation of these employees. No doubt, one may not have a right but Courts have recognized that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the conciliation officer that a further settlement may be entered into after 31-3-1997 all of a sudden a Memorandum of Understanding is entered into and thousands of people are given a good-bye. All their hopes and legitimate expectations were shattered. That about 35000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The Learned Counsel for the Petitioners Mr. Vikaas, Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities : 1. unfair labour practice, vitiated by colourable exercise of power, 2. impugned oral orders of termination without authority on 31-3-97, 3. the exercise of the said power is violative of article 14 and Sec. 19(2) of the Industrial Disputes Act, 1947, 4. the purpose of entering into settlement was for absorption and it is not as if it's a back door entry, it was through advertisements and after interviewed more than 30000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectations of absorption to these poor workmen who have been running around since 1975, the order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working? The argument that due to computerization lesser staff is required does not hold good because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys, sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Understanding is to defeat the purpose of settlements wherein the effected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various Advocates. The following citations are cited by Sri S. Ramachandra Rao. AIR 1991 Supreme Court page 101 wherein a full bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary, unfair, unjust and unreasonable and opposed to public policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving notice or pay in lieu of notice period is opposed to public policy and violative of Article 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have, no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award or settlement is issued the legal import is merely that the stage is set for fresh negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and the employees." He also relied on 1999(5) ALD 1992 (D.B.), General Manager, State Bank of Hyderabad and another vs. P. Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows : "For the staff which is presently on the rolls of the Banks their services will be regularized in terms of the Approach Paper. For the current requirement banks may utilize their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE and T directly seeking exemption. Until the problem of existing temporary employees is fully resolved no Bank will be permitted to make any temporary appointments." In that case para 6, all employees who had put in 90 or more days after the cut off date i.e., 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each a person who had completed 90 days of temporary service as on 1-1-1982 and also after 1-1-1982 shall be regularized by empanelling him for the post. He also referred to Supreme Court employees Welfare Association Vs. Union of India wherein it was held, that it is well settled principle of law that when a special leave petition is summarily dismissed under article 136 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases page 564, which is to the same effect. He also relied on 2003(4) Supreme Court cases page 325 wherein their

Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court cases page 231 which reiterate the same. He also relied on AIR 2002 Supreme Court page 3088 wherein their Lordships held, "the High Court and all other courts in the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately." He also relied on 2003(7) Supreme Court cases page 197 wherein it was held, "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as obiter dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts, it cannot be assumed whether a similar direction must or ought to be made as a measure of social justice. Precedents *sub silentio* and without argument are of no moment. Mere casual expressions carry no weight at all, nor every passing expression of a Judge, however eminent, can be treated as an *ex cathedra* statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme Court in 1993 Supplementary IV Supreme Court cases 46 Naseem Bano Vs. State of U.P. and Others, wherein their Lordships held, "since no dispute was raised on behalf of respondents 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of posts had not been filled by promotion, in as much as the said averments had not been controverted, the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were about 1500 vacancies and it has not been controverted, hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held. "the Respondent was working as a part time sweeper in the organization of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947. Therefore, awarded reinstatement with continuity of service and full back wages. The High Court also retreated the findings of the Labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time." He also relied on LLJ

1995(1) LLJ page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month. Average working hours 10 to 12 hours and no overtime wages paid. Finding of the Industrial Tribunal that workman has worked 240 days in a calendar year is legal and proper." He also relied on 1995 Supplementary (4) Supreme Court cases page 11 where their Lordships directed regularization of services of the Petitioners who had worked for three years including the break till today, shall not be terminated and shall be absorbed in regular vacancies as and when they arise. He also relied on 1991 supplementary (2) SSC page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986 Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise then in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(I) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993 (1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows : "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law : A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the *bona fides* of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rules of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]"

He also relied on the full bench decision of the Hon'ble Supreme Court in 1992 (4) Supreme Court cases page 118, wherein their Lordships held if for any reason, an *ad hoc* or temporary employee is continued for a fairly long spell the authorities must consider his case for regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001 (1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as

possible subject to their fulfilling the qualifications, if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a presumption may arise that there is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person. "He also relied on Judgement of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995 (2) Supreme Court cases page 326 where the full bench of the Supreme Court held, "In situations where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority the affected or likely to be affected by the order passed by a public authority the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schmidt Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied this principle where expectations were "based upon some statement or undertaking by or on behalf of, the public authority" and observed : "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights, provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held, though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court has some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not

be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be determined not according to the claimants' perception but in larger public interest." He also relied on 1997 7 SCC 592 where in it was held that—the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of "legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 where in it is held that—the law must therefore be now taken to be well-settled that procedure prescribed for depriving a person of livelihood must meet the challenge of Article 14 and such law would be liable to be tested on the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules or orders affecting the civil rights or result in civil consequences would have to answer the requirement of Article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or to put it negatively, to prevent miscarriage of justice, it is difficult to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fair play in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 clothes life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality equalitarian in its soul and allergic to discriminatory dictates. Equality is the antithesis of arbitrariness. It is, conclusively held by this court that the principles of natural justice are part of Article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 where in it was observed "the right to life includes right to livelihood. Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can it survive at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be mockery of them.

Mr. Vikas, appearing for various Petitioner cited various Judgements some of them are 1998 7 SCC page 804 where in the Hon'ble Supreme Court directed that the contingent staff of income tax Department some of them working from 8 years, directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 where in it was held that the Kerala water supply and civil water authority shall immediately regularize the services of Public Health Department employees as per its resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waived etc. Several more citations he filed about regularisation. He also relied on 1996 1 Service law reporter Supreme Court of India page 56 where in it was held, workman in the employment in the state of Forest Department for 5 to 6 year and in each year they worked for a period ranging 100 to 330 days, workmen employed under the schemes at hand had been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and various other judgements and further added to his arguments that by further arguing that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs T.N. Jaya Ram where in it was held in Writ Appeal held that the learned single judge held that the Petitioner had not worked continuously for a period 30 days. The learned single judge relied on category C of the settlement to arrive at the said conclusion. Their lordships allowed the Writ Appeal on the ground, in view of the fact "that the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank".

Therefore in conclusion Shri Vikas, Advocate; Shri Prabhakar Rao, advocate on behalf of Shri Ramchandra Rao, Advocate and Shri Prasad, advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners who have been unceremoniously dismissed on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioners who worked since more than two decades.

It is argued by the Learned Counsel for Respondent Shri Ram Das, Shri B.G. Ravinder Reddy, Advocate, and Smt. Lalita Kumari, Advocate that the Hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and IDs. That the Petitioners are casual employees who worked at the branches for short periods at the instance of concerned Branch Manager who had no jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wagers/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the

bank on temporary basis in any identified post or vacancy. That the Petitioners have no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed messengers and Non-messengers totalling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlements are repugnant to Sec. 23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlements. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive upto 31st March, 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz., if on any available clear vacancies which are of a long duration appointment are made on adhoc basis or daily wage basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in total breach of the requisite procedure of recruitment and especially when there is no vacancy on which such an initial entry of the candidate could never be effected.

They also relied on several cases, in particular, AIR 1991 page 1612 where in the Hon'ble Supreme Court held that the mere inclusion of a candidate's name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 584 Syndicate Bank Vs. Sankarpal wherein it was held that if a waiting list is for specific period the wait listed candidates do not have any right ones the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs Union of India where the Hon'ble Supreme Court held that wait listed candidates have no right for appointment where there are no vacancies. He also relied on AIR 1992 Supreme Court page 2070 where it was held - Stop gap appointees or Temporary appointees do not have any right for continuous or for regularization.

Smt. Lalitha Kumari, Advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a judgment from Madras High Court where in the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statutes ignoring minimum education qualifications, wholly illegal. Taking recourse to regularization cannot cure such illegality.

But both of them mainly relied on the Judgment of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgment of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days also cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Hon'ble Supreme Court held that any person who have completed 240 days cannot claim regularization only such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is an all India agreement and the Hon'ble Supreme Court has dismissed the SLP on merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and All India SBI staff federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 which was to lapse on 31-3-1997. Then there was a Memorandum of understanding dt 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was a conciliation dated 9-6-1995 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-1997. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997 Their hopes were further raised by the Judgment of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deemed to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumery posts within 3 months from today failing which the bank shall pay them all the benefits to which they were entitled as on that date, till they are absorbed". Infact the Hon'ble single judge stated in the Judgment which I quote "Mr. S Ramachandra Rao, Learned Sr. Counsel appearing for the Petitioners have never controverted such factual and legal position. Such a dispute in any form existing and even apprehended definitely could be a subject of reference to the board of settlement, to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication....." It is also his apprehension genuinely expressed that driving the Petitioners to such forums for

such disputes could be nothing less than pushing the hapless and helpless prey into the greedy and hungry maw of the wild life".

Be that may be so. The above Judgement was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 days in a year has some right as notice of notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements. But for the settlements except those who have completed 240 days in a year others do not have any right under the ID Act. And this is a all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex. M6 herein, was discussed by the Orissa High Court in OJC No. 9039 of 1997 (WP) and batch, which was to lapse on 31-3-1997. Where in it was held "the currency of the arrangements made on the basis of the impugned decisions/settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into this hypothetical questions.....". Against which SLP was filed in the Hon'ble SC which dismissed saying the SLP is dismissed on merits. In fact, all these reference or 2 (A)(2) are about their termination. For example the reference is "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, State Bank of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?". Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex. M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the end of the Judgement, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons their families and also a human problem although one may feel much by the number of person involved and the great expectations raised but justice has to be rendered as per law. Therefore in view of the Judgement of the High Court of the Orissa confirmed by

the Hon'ble Supreme Court on merits when the SLP was dismissed on merits, I have no option but to hold the termination of services of Sri P Anil Kumar and 23 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under Article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary daily wages/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering, the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable grounds as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law & the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Faiz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on is the 17th day of May, 2005.

E. ISMAIL, Presiding Officer

Appendix of Evidence

Documents marked for Petitioner

LC ID No. : 20/2002

Petitioner Evidence-WW1 : T Appa Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Notification of the bank

Ex. W4 : Letter of Under Secretary, M/o Finance

Ex. W5 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W6 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87.

LC ID No. : 22/2002

Petitioner Evidence-WW1 : K Srinivasa Rao

Ex. W1 to W9 are Service Certificate

Ex. W10 : Notification of the bank

Ex. W11 : Letter of Under Secretary, M/o Finance, Govt. of India dt. 16-8-1990

Ex. W12 : Reply letter of Chief Officer (IR) to Ex. W11

Ex. W13 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 26/2002

Petitioner Evidence-WW1 : M Simhachalam

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Notification of the bank

Ex. W4 : Letter of Under Secretary, M/o Finance

Ex. W5 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W6 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 27/2002

Petitioner Evidence-WW1 : B Srinivasa Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 37/2002

Petitioner Evidence-WW1 : T Krishna

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Notification of the bank

Ex. W5 : Letter of Under Secretary, M/o Finance

Ex. W6 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W7 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 38/2002

Petitioner Evidence-WW1 : G Venkata Ramana

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Notification of the bank

Ex. W5 : Letter of Under Secretary, M/o Finance

Ex. W6 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W7 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 39/2002

Petitioner Evidence-WW1 : V Venkata Ramana

Ex. W1 : Service Certificate

Ex. W2 : Notification of the bank

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 40/2002

Petitioner Evidence-WW1 : B Venkata Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Service Certificate

Ex. W5 : Letter of Under Secretary, M/o Finance

Ex. W6 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W7 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 41/2002

Petitioner Evidence-WW1 : K Jagannadha Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 42/2002

Petitioner Evidence-WW1 : M Venkata Ramana

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 43/2002

Petitioner Evidence-WW1 : B Venkata Govinda Rajula Subba Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Letter of Under Secretary, M/o Finance

Ex. W5 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W6 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 44/2002

Petitioner Evidence-WW1 : K Srinivasa Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 45/2002

Petitioner Evidence-WW1 : R Vasudeva Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Service Certificate

Ex. W5 : Notification of the bank

Ex. W6 : Letter of Under Secretary, M/o Finance

Ex. W7 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W8 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 46/2002

Petitioner Evidence-WW1 : D Appala Raju

Ex. W1 : Notification of the bank

Ex. W2 : Letter of Under Secretary, M/o Finance

Ex. W3 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W4 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 47/2002

Petitioner Evidence-WW1 : K Gowri Naidu

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Notification of the bank

Ex. W4 : Letter of Under Secretary, M/o Finance

Ex. W5 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W6 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 48/2002

Petitioner Evidence-WW1 : T Suri Appa Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Notification of the bank

Ex. W5 : Letter of Under Secretary, M/o Finance

Ex. W6 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W7 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 49/2002

Petitioner Evidence-WW1 : K Madhusudhan Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 50/2002

Petitioner Evidence-WW1 : S Neelayya

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Letter of Under Secretary, M/o Finance

Ex. W5 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W6 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 51/2002

Petitioner Evidence-WW1 : R Suryanarayana

Ex. W1 : Service Certificate

Ex. W2 : Letter of Under Secretary, M/o Finance

Ex. W3 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W4 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 54/2002

Petitioner Evidence-WW1 : T Somayya

Ex. W1 to W7 : Service Certificate

Ex. W8 : Notification of the bank

Ex. W9 : Letter of Under Secretary, M/o Finance

Ex. W10 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W11 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 55/2002

Petitioner Evidence-WW1 : T Srinivasa Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Service Certificate

Ex. W4 : Service Certificate

Ex. W5 : Letter of Under Secretary, M/o Finance

Ex. W6 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W7 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 60/2002

Petitioner Evidence-WW1 : K Jagadeswara Rao

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

LC ID No. : 91/2002

Petitioner Evidence-WW1 : M Ravi Kumar

Ex. W1 : Service Certificate

Ex. W2 : Service Certificate

Ex. W3 : Letter of Under Secretary, M/o Finance

Ex. W4 : Reply letter of Chief Officer (IR) to Ex. W4

Ex. W5 : Letter of Desk Officer, M/o Labour, Govt. of India to Chief Officer (IR), SBI, Bombay dt. 30-11-87

Documents marked for Respondent (in all 23 cases) :**Management Evidence**

MW1 : CRM Sastry, Chief Manager (Per & HRD), SBI, Visakhapatnam

Ex M1 : 5 Settlements reached between All India SBI Staff Federation and Management of State Bank of India.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****PRESENT:****Shri E. ISMAIL, B.Sc. LL.B.,****Presiding Officer****Dated the 17th May, 2005****LC 24 of 2004****Between : R. Sree Rama Murthy****And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam****LC 25 of 2004****Between : B. Ganga Raju****And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam****LC 28 of 2002****Between : B. Devudu****And R1 : The Branch Manager, SBI, Sabhavaram****LC 52 of 2002****Between : B. Saraswati****And R1 : The Branch Manager, SBI,
Seethammadhara****LC 53 of 2002****Between : PV Ramu****And R1 : The CGM, SBI, LHO, Hyderabad****R2 : The DGM, SBI, Zonal Office, Visakhapatnam****LC 56 of 2002****Between : K. Appa Rao****And R1 : The General Manager, SBI, Hyderabad****LC 59 of 2002****Between : B. Lakshmana Rao****And R1 : The CGM, SBI, LHO, Hyderabad****R2 : The GM, SBI, Zonal Office, Visakhapatnam****LC 59 of 2004****Between : E. Sunder Kumar****And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam****LC 60 of 2004****Between : S. Madhusudhan Reddy****And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam****LC 69 of 2003****Between : Surya Prakash Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 70 of 2003****Between : Hari****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 71 of 2003****Between : G. Ramesh Reddy****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 72 of 2003****Between : K Lazar****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 80 of 2003****Between : G. Srinivas****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 81 of 2003****Between : A Narasinga Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 85 of 2003****Between : A. Atchuta Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 86 of 2003****Between : Y Suri Appa Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 87 of 2003****Between : B. Chithiyya****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 90 of 2003****Between : G. Semhachalam****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 91 of 2003****Between : G. V. Ramachandra Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 92 of 2003****Between : G. Mohan Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 93 of 2003****Between : J. Subba Rao****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam****LC 94 of 2003****Between : Adapaka Arraji****And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam**

LC 123 of 2003

Between : I. Nagaraju

And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam

LC 124 of 2003

Between : K. Gowri

And R1 : The DGM, SBI, Zonal Office,
Visakhapatnam

LC 150 of 2003

Between : M. Venkata Rao

And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam

LC 195 of 2003

Between : M. Sankara Rao

And R1 : The AGM, SBI, Zonal Office,
Visakhapatnam

APPEARANCES:

For the Petitioner : S/Shri Vikas, C. Vijaya Sekhar Reddy,
D. Subramanyam, Advocates.

For the Respondent : Shri Ramdas & Shri Jagannadha
Murthy, Advocates.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/126/2001-IR(B.1) dated 18-9-2001 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, STATE BANK OF INDIA w.e.f. 31-3-1997 is justified or not? If not what relief the applicant is entitled?"

The reference is numbered in this tribunal as I.D. No. 222/2001 and notices were issued to the parties. The Government of India has referred about 500 such references and in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.R. No. 8395 of 1989 dated 3-8-1985 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others, about 250 Petitioners have filed cases directly under section 2(A)(2) of the ID Act. It will not be possible or practicable to answer every case separately. As the main issues involved are one and the same, I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Visakhapatnam Zone and this reference and 27 other 2(A)(2) petitions a common award is passed.

4. To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sworn in 1975. I have not only to consider merely the technical aspects powers of the Industrial Tribunal in simply answering the reference

but I will also have to see viewing it as a human problem. These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better way than to start my award by quoting the entire poem of Faiz.

"Humility I've learnt, sympathy for the poor,
learn the meaning of despair, suffering and pain;
learn to comprehend the miseries of the oppressed,
the meaning of cold sighs, of pallid faces.
Whenever those hapless creatures sit together to cry,
In whose eyes tears, bitterly shed, fall asleep,
And those destitute upon whose morsels swoop down
the vultures hovering above, poised on their wings.
Whenever is traded in the market place the flesh of the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart."

As I stated supra, these cases have got a checkered history and instead of myself narrating the same, I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in ID No. 222/2001 has filed the following claim statement. That the workman joined in the services of the Management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of Bank has decided to give a chance to temporarily employed personnel found suitable for permanent appointment by waitlisting them by offering permanent appointment or waitlisting them till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State Bank of India—settlement one, under this settlement three categories of employees were listed. That is, (A) those who have completed 240 days in 12 months or less after 1-7-1975, (B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975, (C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The persons who satisfied in all the above 4 categories were to be interviewed by a selection committee the said selection committee would determine the suitability of the said candidate for permanent

appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain the qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, "there will be no temporary appointments in the subordinate cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank." The workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination followed by viva voce in May, 1989 was held. A selected panel was prepared as per clause 7 of the agreement, i.e. settlement No. 1 the selected panel was to be valid upto December, 1991, the workman submits that circular was issued on 26-4-91 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview."

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total settlements, settlement dated 17-11-87 is the 1st settlement (Ex. M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex. M3), then settlement dated 9-1-91 is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is, minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with its a question of time before appointments or services are regularized in the services of the bank. The workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularised with bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent

appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank in not regularising their services from out of the selected panel and not clearly focusing the vacancy position, filed W.P. No. 4194/97 on the file of the Hon'ble High Court of A.P. It is specifically averred in the said Writ Petition that the management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Hon'ble High Court of A.P. by an order dated 2-3-97 directed the bank to implement the settlement as amended from time to time. It also directed the bank to carry out the terms settlement before the expiry of March, 1997. The High Court also recorded a finding that the Bank cannot escape its liability of enforcement of the settlement. In view of the directions granted by the High Court in W.P. No. 4194/97 all candidates whose names appeared in the select panels prepared on the basis of agreement entered into on 17-11-87 under which the panel was valid upto December, 1991 and on the basis of a settlement dated 27-10-1988 whereby the panels were made alive upto 31-3-1997 under which the panel was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made alive upto 31-3-1997 were under the bonafide impression that their cases will be considered for regularisation and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the Management. Aggrieved by the said action the workman herein and similarly situated candidates have filed a writ petition before the Hon'ble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3, 4 and 5 therein) on 25-3-97, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designed to on the one hand, keep the employed in the erroneous zone of hope and on the

other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opine that being just fair and reasonable are which obviously is reprehensible and is a facet of unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its counter affidavit as follows : "Government of India, vide its letter dated 16-8-1990, issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the management so desired they could enter into a conciliation settlement with the representative union. In para 6(h), it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlement even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify Para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and final settlement of all the aims and disputes for the past period in respect of temporary workman covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases

of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives."

12. The workman submits that the bank also referred a further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore their cases will not be considered. The Management herein relying upon this settlement in their impugned action. It is submitted that even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc., even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted inspite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein in the services of the bank and consider their cases for absorption in view of the circulars issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97 dated 5-3-97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a Viva Voce Test. They, therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) In spite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.
- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services

of the bank, thereby the settlements cannot be pressed into service not to regularize the services of the workmen but to terminate their services even if they were otherwise eligible for regularization.

- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme Court in *State Bank of India Vs. V. Sundara Mani* reported in AIR 1976 SC 1111.
- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the Respondent bank in its true and real implications."

14. The workman submits that in the W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further, judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. It is further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statement it is specifically mentioned that the workman to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that

should be made only from among the empanelled candidates. The Management has indulged in unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates from 1-4-97 which is arbitrary, discriminatory contrary to their own guidelines and violative of the Constitutional Provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-2-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which can not be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one months notice and taken in view of such notice. Thus, the main proceedings are issued in Clearable exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and its own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its' instructions dated 16-8-90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The Management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on intake of staff, the

Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper-cum-water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its members espoused the cause of temporary employees who have put in less than 240 days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held and on 17-11-1987 an agreement was signed between the Federation and the Management bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17-11-87 which may be hereinafter referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A 3rd settlement was entered into on 27-10-88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months, and who are entitled to benefit of Sec. 25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however, if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concession entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975

were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 herein after referred as 4th settlement. And the time limit was extended upto 1994 and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlement the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commissioner (C) for implementation of Bipartite Settlement in respect of absorption of temporary employees. The Regional Labour Commissioner (C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management Bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes (Central) Rules, 1957, which is herein after called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federations affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30-7-1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into

thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management Bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. The settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No. 12964/94, held as follows. It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's Management. If the Petitioner had worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the present petition is therefore, misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has flown from the settlement in favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances

of original claimants who would come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was filed and the Division Bench set aside the order of the Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886-11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore, reference to the Judgement of the Learned Single Judge in WP No. 9206/97 is of no consequences is the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose whatsoever. The question of operation of Sec. 25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

22. The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further deposed that he worked for 98 days but he was given certificate only for 55 days before interview. That he worked between 1988—97 for 843 days. That as per the norms he also fits in category P and he speaks about the settlements and he further deposed that on 18-11-93, 800 contract labourers were made permanent by the bank. By then, their existing panels were still not completed. That till date the bank is still continuing with some persons who are from the panel by making pick and choose method and it is also claimed by Assistant Labour Commissioner (C) that some of these employees are still working. In Ex. W10 itself it was mentioned that still temporary employees were continuing against permanent vacancies and sweepers were not being appointed on regular basis, canteen employees were being used for messengerial work, ex-temporary workers are still being used for performing messengerial work.

23. In the cross examination he deposed that the Branch Manager, Local Head Office Branch, State Bank of India, was known to his father who was a Mali in the bank. After introducing him to the Branch Manager he requested him for providing work to the Petitioner as a temporary messenger. Accordingly, he was given appointment as messenger on temporary basis in 1988 for 55 days and later he had worked as messenger on temporary basis now and then. He was not sponsored by any employment exchange. That he used to work depending on the availability of work in the branch. That he applied for appointment as messenger response to the advertisement issued by the bank in the year 1991. He was interviewed and his name was included in the panel of temporary in the year 1992. Some of the temporary employees whose names were in panel were given regular appointment in the bank in order of. That he is not having any documents to show that any number of days was given appointment in the bank. He did not work for 240 days in any year in his entire service. That he

appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per & HRD), Sri A. Rama Rao deposed to the facts as stated in the counter, as MW1 and also he speaks about the Hon'ble High Court of A.P., Judgment, the appeal to the hon'ble High Court and the SLP. In the cross examination he deposed that the settlements and empanelments were for absorption and added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu thereof was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies. He does not know whether Mr. M. Lingam, claimant in ID No. 236/2001 working in Barkatpura Branch and Mr. Ravi Kanth in ID No. 59/2001 working in Parishram Bhavan Branch.

25. Various Advocates have argued in various batches for Petitioners, Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikaas etc. It is argued by Mr. Prabhakar on behalf of Sri S. Ramachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the Respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants, while engaging third parties on temporary basis, apart from reengaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the Respondent is high-handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the Respondent that it has 805 branches, all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Like wise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to seek the issue of temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in the messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. He belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the

settlements they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them not to attend duties from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in the last settlement it is specifically mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned authorities have to follow the procedure in the approach paper for regularization who are on the rolls of the bank. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of at least 46 candidates who are before this Court still working Hyderabad module, Vijayawada module there are as many as 26 candidates working, in Tirupathi module 4 are working, even in Visakhapatnam module four are working. Before the 5th settlement take place there was a conciliation proceeding wherein it was specifically agreed, "as regards for filling of messengers posts as already been ordered, the remainder number will be called before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another Joint Committee will be constituted to review existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that cooly dispensed them by oral order on 31-3-1997. The question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the Respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241 anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were re-engaged after 1-4-97 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the Conciliation officer they have simply dismissed which is against all cannons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several judgments were cited which will be dealt in due course.

26. Sri. S. Prasada Rao, Advocate argued that the Industrial Disputes Act, 1947 is a boon to the industrial development which aims at (a) Investigation and settlement

of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry and (d) Harmony and cordial relations. He submits that the in case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union, AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants are employees of the State Bank of India and they have worked for a period which is noted in the list of cases which are pending before this Court. That the ultimate object of Industrial Adjudication has been received by all as one of revolutionary report which admits its task not on purely theoretical abstract, academic grounds adhering to any dogmas, or applying abstract principles, mechanically or under any sub-consciousness pressures preconceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from Bharath Banks case 1950 Supreme Court page 188 down to the latest Airports Authority case or to that matter Steel Authority of India case 2001 have laid down the importance of the ignorance of the working class and important of their rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in Federated School Teachers Associations of Australia Vs. State of Australia which was also quoted in the State of Bombay Vs. F. Hospital Mazdoor Sabha case in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in.....".

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right to work and right to adequate means of livelihood in just and humane conditions of the work to living wage, a decent standard of life, education and leisure. Article 43(A) 43rd Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the constitutions and the provisions of the Industrial Disputes Act, 1947 require to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the law should constantly meet the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts

engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then he further argues and reiterates the facts of the settlements which need not be repeated here. He further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the empanelled candidates, the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all applicants with respect to whom that the principles of fair play, equity and consciousness and justice is required. The workers have fundamental right to live under Articles 14, 15 and 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e. A.P. Shops and Establishments Act. Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of U. Chinnappa Vs. Steel Authority of India in.....

He submits that it was a legitimate expectation of these employees. No doubt, one may not have a right but Courts have recognized that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the Conciliation Officer that a further settlement may be entered into after 31-3-97 all of a sudden a Memorandum of Understanding is entered into and thousands of people are given a good-bye? All their hopes and legitimate expectations were shattered. That about 35,000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The Learned Counsel for the Petitioners Mr. Vikaas, Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities: (1), unfair labour practice, vitiated by colourable exercise of power, (2) impugned oral orders of termination without authority on 31-3-97, (3), the exercise of the said power is violative of article 14 and Sec. 19(2) of the Industrial Disputes Act, 1947, (4). The purpose of entering into settlement was for absorption and it is not as if it's a back door entry, it was through advertisements and after interviewed more than 30,000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectations of absorption to these poor workmen who have been running around since 1975, the order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working? The arguments that due to computerization lesser staff is required does not hold good because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys.

sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Understanding is to defeat the purpose of settlements wherein the effected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various Advocate. The following citations are cited by Sri S. Ramachandra Rao, AIR 1991 Supreme Court page 101 wherein a Full Bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary, unfair, unjust and unreasonable and opposed to public policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving notice or pay in lieu of notice period is opposed to public policy and violative of Articles 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that, the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award on or settlement is issued the legal import is merely that the stage is set for fresh or negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and the employees." He also relied on 1999(5) ALD 1992 (D.B.), General Manager, State Bank of Hyderabad and another vs. P Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows: "For the staff which is presently on the rolls of the Banks their services will be regularized in terms of the Approach Paper. For the current requirement banks may utilize their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE&T directly seeking exemption. Until the problem of existing temporary employees is fully resolved no Bank will be permitted to make any temporary appointments." In that case para 6, all employees who had put in 90 or more days after the cut off date i.e. 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each a person who had completed 90 days of temporary service as on 1-1-1982 and also after 1-1-1982 shall be regularized by empanelling him for the post. He also referred to Supreme Court Employees Welfare Association Vs. Union of India wherein it was held, that it

is well settled principle of law that when a special leave petition is summarily dismissed under article 136 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases page 564, which is to the same effect. He also relied on 2003 (4) Supreme Court cases page 325 wherein their Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court case page 281 which reiterate the same. He also relied on AIR 2002 Supreme Court page 3088 wherein their Lordships held, "the High Court and all other courts in the the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately." He also relied on 2003 (7) Supreme Court cases page 197 wherein it was held, "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as obiter dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts, it cannot be assumed whether a similar direction must or ought to be made as a measure of social justice. Precedents sub silentio and without argument are of no moment. Mere casual expressions carry no weight at all, nor every passing expression of a Judge, however eminent, can be treated as an ex cathedra statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme Court in 1993 Supplementary IV Supreme Court Cases 46 Naseem Bano Vs. State of U.P. and Others, wherein their Lordships held, "since no dispute was raised on behalf of respondents 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of posts had not been filled by promotion, in as much as the said averments had not been controverted, the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were about 1500 vacancies and it has not been controverted hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held, "the Respondents was working as a part time sweeper in the organisation of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947. Therefore, awarded

reinstatement with continuity of service and full back wages. The High Court also retreated the findings of the Labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time. "He also relied on LLJ 1995 (1) LLJ page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month. Average working hours 10 to 12 hours and no overtime wages paid. Finding of the Industrial Tribunal that workman has worked 240 days in a calendar year is legal and proper." He also relied on 1995 Supplementary (4) Supreme Court cases page 11 where their Lordships directed regularization of services of the Petitioner who had worked for three years including the break till today, shall not be terminated and shall be observed in regular vacancies as and when they arise. He also relied on 1991 Supplementary (2) SCC page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986 Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(1) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993 (1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows: "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess, of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]"

He also relied on the full bench decision of the Hon'ble Supreme Court in 1992 (4) Supreme Court cases page 118, wherein their Lordship held if for any reason, an adhoc or temporary employee is continued for a fairly long spell the authorities must consider his case for regularization provided he is eligible and qualified

according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001 (1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as possible subject to their fulfilling the qualifications, if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a presumption may arise that there is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person." He also relied on Judgement of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995 (2) Supreme Court cases page 326 where the full bench of the Supreme Court held, "In situations where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schmidt Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied this principles where expectations were, based upon some statement or undertaking by or on behalf of the "public authority" and observed: "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights, provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statement cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held, though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court has some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be

permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be determined not according to the claimants' perception but in larger public interest." He also relied on 1997 7 SCC 592 wherein it was held that the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of "legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 where in it is held that—the law must therefore be now taken to be well-settled that procedure prescribed for depriving a person of livelihood must meet the challenge of Article 14 and such law would be liable to be tested on the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules or orders affecting the civil rights or result in civil consequences would have to answer the requirement of Article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or too put it negatively; to prevent miscarriage of justice, it is difficult to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fair play in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 culbes life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality, equitarian in its soul and allergic to discriminatory dictates. Equality is the antithesis of arbitrariness. It is, thereby, conclusively held by this court that the principles of the natural justice are part of Article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 where in it was observed "the right to life includes right to livelihood". Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can it survival be at their mercy.

Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be mockery of them.

Mr. Vikas, appearing for various Petitioner cited various Judgements some of them are 1998 7 SCC page 804 where in the Hon'ble Supreme Court directed that the contingent staff of income-tax Department some of them working from 8 years, directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 where in it was held that the Kerala Water Supply and Civil Water Authority shall immediately regularize the services of Public Health Department employees as per its resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waved etc. Several more citations he filed about regularisation. He also relied on 1996 I Service Law Reporter Supreme Court of India page 56 where in it was held, workman in the employment in the State of Forest Department for 5 to 6 year and in each year they worked for a period ranging 100 to 330 days, workmen employed under the schemes at hand had been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and various other judgements and further added to his arguments that by further arguing that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs. TN Jaya Ram where in it was held in Writ Appeal held that the learned Single Judge held that the Petitioner had not worked continuously for a period 30 days. The learned Single Judge relied on category C of the settlement to arrive at the said conclusion. Their Lordships allowed the Writ Appeal on the ground, in view of the fact "that the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank".

Therefore in conclusion Shri Vikas, Advocate, Shri Prabhakar Rao, Advocate on behalf of Shri Ramachandra Rao, Advocate and Shri Prasad, Advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners who have been unceremoniously dismissed on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioners who worked since more than two decades.

It is argued by the Learned Counsel for Respondent Shri B. G. Ravinder Reddy, Advocate and Smt. Lalita Kumari, Advocate that the Hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and ID. That the Petitioners are casual employees who worked at the branches for short periods

at the instance of concerned Branch Manager who had no jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wagers/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the bank on temporary basis in any identified post or vacancy. That the Petitioners have no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed messengers and Non-messengers totaling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlement are repugnant to Sec. 23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlement. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive up to 31st March 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz., if on any available clear vacancies which are of a long duration appointment are made on ad hoc basis or daily wages basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in total breach of the requisite procedure of recruitment and especially when there is no vacancy on which such an initial entry of the candidate could never be effected.

They also relied on several cases, in particular, AIR 1991 page 1612 wherein the Hon'ble Supreme Court held that the mere inclusion of a candidate's name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 584 Syndicate Bank Vs. Sankarpal where in it was held that if a waiting list is for specific period the waitlisted candidates do not have any right once the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs. Union of India where the Hon'ble Supreme Court held that wait listed candidates have no right for appointment where there are no vacancies. He

also relied on AIR 1992 Supreme Court page 2070 where it was held—Stop gap appointees or Temporary appointees do not have any right for continuous or for regularization.

Smt. Lalitha Kumari, Advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a Judgement from Madras High Court wherein the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statutes ignoring minimum education qualifications, wholly illegal. Taking recoast to regularization cannot cure such illegality.

But both of them mainly relied on the Judgement of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgement of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days also cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Supreme Court held that any person who have completed 240 days cannot claim regularization only such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is an all India agreement and the Hon'ble SC has dismissed the SLP on merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and All India SBI Staff federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 (Ex. M6) which was to lapse on 31-3-1997. Then there was a Memorandum of understanding dt. 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was an conciliation dated 9-6-1995 vide Ex. M5 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-97. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997. Their hopes were further raised by the Judgement of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deemed to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumery posts within 3 months from today failing which the bank shall pay them all the benefits to

which they were entitled as on that date, till they are absorbed". In fact the Hon'ble single judge stated in the Judgement which I quote "Mr. S. Ramachandra Rao, Learned Sr. Counsel appearing for the Petitioners have never controverted such a factual and legal position. Such a dispute in any form existing and even apprehended definitely could be a subject to reference to the board of settlement, to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication. . . ." It is also his apprehension genuinely expressed that driving the Petitioners to such forums for such disputes could be nothing less than pushing the hapless and helpless prey into the greedy and hungry maw of the wild life."

Be that may be so. The above Judgement was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 days in a year has some right as notice or notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days, in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements, but for the settlements except those who have completed 240 days in a year others do not have any right under the ID Act. And this is a all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex. M6 herein, was discussed by the Orissa High Court in OJC No. 9039 of 1997 (WP) and batch, which was to lapse on 31-3-1997. Where in it was held "the currency of the arrangements made on the basis of the impugned decisions/settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into this hypothetical questions.....". Against which SLP was filed in the Hon'ble SC which dismissed saying the SLP is dismissed on merits. In fact, all these reference or 2(A) (2) are about their termination. For Example the reference is "Whether the action of the management of State Bank of India, Local Head Office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/Non-Messenger, State Bank of India w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled?" Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex. M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the end

of the Judgement, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons, their families and also a human problem although one may feel much by the number of persons involved and the great expectations raised but has to be rendered as per law. Therefore in view of the Judgement of the High Court of the Orissa confirmed by the Hon'ble Supreme Court on merits when the SLP was dismissed on merit, I have no option but to hold the termination of services of Sri Anil Kumar and 27 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under Article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary daily wages/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering, the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable grounds as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law & the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Faiz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on this the 17th day of May 2005.

E. ISMAIL, Presiding Officer

APPENDIX OF EVIDENCE

Documents marked for Petitioners

LC 24 of 2004

WW1 : R. Sree Rama Murthy

Ex.-W1 : Service Certificate

Ex-W2 : Service Certificate

Ex-W3 : Service Certificate

Ex-W4 : Service Certificate

Ex-W5 : Service Certificate

Ex-W6 : Service Certificate

Ex-W7 : SSC Marks Memo

LC 25 of 2004

WW1 : B. Ganga Raju

Ex.-W1 : Service Certificate

Ex-W2 : Employment Card

Ex-W3 : SC Certificate

Ex-W4 : Transfer Certificate

LC 28 of 2002

WW1 : B. Devudu
 Ex.-W1 : Service Certificate
 Ex-W2 : Letter of WW1 dated 10-8-1994
 LC 52 of 2002

WW1 : B. Saraswati
 Ex.-W1 : Service Certificate
 Ex-W2 : Interview call letter
 LC 53 of 2002

WW1 : PV Rama
 Ex.-W1 : Service Certificate
 LC 56 of 2002

WW1 : K. Appa Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 LC 59 of 2002

WW1 : B. Lakshmana Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Empanel list
 LC 59 of 2004

WW1 : E. Sunder Kumar
 Ex.-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Service Certificate
 Ex-W4 : Service Certificate
 Ex-W5 : Service Certificate
 Ex-W6 : Service Certificate
 Ex-W7 : Interview call letter
 Ex-W8 : Empanel list
 Ex-W9 : Transfer Certificate
 Ex-W10 : Caste Certificate
 LC 60 of 2004

WW1 : S. Madhusudhan Reddy
 Ex.-W1 : Service Certificate
 Ex-W2 : Service Certificate
 Ex-W3 : Empanel list
 Ex-W4 : Interview call letter
 Ex-W5 : Transfer Certificate
 LC 69 of 2003

WW1 : Surya Prakash Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 70 of 2003

WW1 : Hari
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 71 of 2003

WW1 : G Ramesh Reddy
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 72 of 2003

WW1 : K. Lazar

Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 80 of 2003

WW1 : G Srinivas
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 81 of 2003

WW1 : A Narasinga Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 85 of 2003

WW1 : A Atchuta Rao
 LC 86 of 2003

WW1 : Y. Suri Appa Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 87 of 2003

WW1 : B. Chithiyya
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 92 of 2003

WW1 : G. Semhachalam
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 91 of 2003

WW1 : G. V. Ramachandra Rao
 LC 92 of 2003

WW1 : G. Mohan Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 93 of 2003

WW1 : J. Subha Rao
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 94 of 2003

WW1 : Adapaka Arraji
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 123 of 2003

WW1 : I. Nagaraju
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list
 LC 124 of 2003

WW1 : K. Gowri
 Ex.-W1 : Service Certificate
 Ex-W2 : Notification of the bank
 Ex-W3 : Empanel list

LC 150 of 2003
 WW1: M. Venkata Rao
 Ex-W1: Service Certificate
 Ex-W2: Notification of the bank
 Ex-W3: Empanel list
 LC 195 of 2003
 WW1: M. Sankar Rao
 Ex.-W1: Service Certificate
 Ex-W2: Service Certificate
 Ex-W3: Service Certificate
 Ex-W4: Transfer Certificate

**Documents marked by Management
 (in all the 27 cases)**

MW1: Shri C.R.M. Shastry (in all 27 cases)
 Ex. M1: Statement of WW1's working days
 Ex. M2: Printed booklet

नई दिल्ली, 12 सितम्बर, 2005

का. आ. 3534.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचकट (संदर्भ संख्या आई डी-185/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-09-2005 को प्राप्त हुआ था।

[सं. एल-12011/28/2000-आई. आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 12th September, 2005

S.O. 3534.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 185/2002) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 9-09-2005.

[No. L-12011/28/2000-IR(B-I)]
 AJAY KUMAR, Desk Officer

**ANNEXURE
 BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
 HYDERABAD**

PRESENT:

Shri E. ISMAIL, B. Sc., LL.B., Presiding Officer

Dated the 17th May, 2005

ID No. 185 of 2002

(ID No. 35/2000 on the file of Industrial Tribunal,
 Visakhapatnam)

Between :

The General Secretary,
 State Bank of India Panel Employees (Class-IV)
 Association, Andhra Pradesh,
 H. No. 8-2-272/31/12, Shoukat Nagar Colony,
 Road No. 2, Banjara Hills,
 Hyderabad-500 034 (A.P.)

....Petitioner

And

1. The Chief General Manager,
 State Bank of India,
 Local Head Office, Bank Street,
 Hyderabad

2. The Dy. General Manager,
 State Bank of India,
 Zonal Office,
 Visakhapatnam-530001.

....Respondents

APPEARANCES:

For the Petitioner : Shri Vikas, Advocate
 For the Respondent : Shri M Ramdas, Advocate

AWARD

The Government of India, Ministry of Labour by its order No. L-12011/28/2000-IR (B-I) dated 27-10-2000 referred the following dispute under Section 10(1) (d) of the I.D. Act, 1947 between the management of State Bank of India and their workman for adjudication to Industrial Tribunal, Visakhapatnam. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India, in terminating the services of Sri L.V.V. Anjaneyulu and 181 others, Ex-messengers (as per annexure) arbitrarily with effect from 31-3-1997 is justified? If not, what relief the workmen are entitled?"

The reference is numbered as ID 35/2000 at Industrial Tribunal, Visakhapatnam and transferred this case to this Tribunal as per order No. H-11026/1/2001-IR (C.II) of the Ministry of Labour, Government of India, New Delhi and renumbered in this tribunal as I.D. No. 185/2002 and notices were issued to the parties. The Government of India has referred about 500 such references and it will not be possible or practicable to answer every reference separately. As the main issues involved are one and the same, I am of the opinion that all of them can be decided in groups by giving common awards, this group which I am now dealing pertains to Visakhapatnam Zone and the award in this reference is passed in accordance with the common awards passed in other 500 such references which are made zone-wise groups based on the award passed in ID 222/2001 wherein the Petitioner is Mr. P. Anil Kumar who also is the General Secretary of the Petitioner association herein.

4. To begin with I am quite perturbed due to the chequered history of these cases and also due to the fact that seeds of this litigation was sworn in 1975. I have not only to consider merely the technical aspects, powers of the Industrial Tribunal in simply answering the reference but I will also have to see viewing it as a human problem. These cases remind me of a poem by the famous Poet Faiz Ahmed Faiz and I find no better way than to start my award by quoting the entire poem of Faiz,

"Humility I've learnt, sympathy for the poor,
 learnt the meaning of despair, suffering and pain;
 learnt to comprehend the miseries of the
 oppressed; the meaning of cold sighs, of pallid
 faces.

Whenever those hapless creatures sit together to cry,
In whose eyes tears, bitterly shed, fall asleep.
And those destitute upon whose morsels swoop
down the vulturs hovering above, poised on their wings

Whenever is traded in the market place the flesh of
the labourer,
and on the highways flows the blood of the poor,
a sort of fire upsurges in my bosom
and I lose all hold over my heart."

As I stated supra, these cases have got a chequered history and instead of myself narrating the same, I think it would be better to write down what he stated in his claim statement of this particular case which practically is the same pleading for all the claim statements in all the cases filed by the Petitioners.

5. The Petitioner Mr. P. Anil Kumar in ID No. 222/2001 has filed the following claim statement. That the workman joined in the services of the Management institution namely State Bank of India as messenger in 1988 and rendered unblemished service spreading over a period of about 10 years upto 31-3-1997 when his services were terminated by oral order w.e.f. 1-4-1997. The workman submits that he is erstwhile employee who has worked in various branches of State Bank of India. He belongs to Scheduled Caste, he passed IX class. The qualification is VIII standard which is prescribed for the post of messenger. The Management of bank has decided to give a chance to temporarily employed personnel found suitable for permanent appointment by waitlisting them by offering permanent appointment or waitlisting till such opportunity arises.

6. That on 17-11-1987 a settlement was reached between All India State Bank of India Staff Federation and the Management of State of India—settlement one. under this settlement three categories of employees were listed. That is. (A) those who have completed 240 days in 12 months or less after 1-7-1975, (B) those who have completed 270 days in any continuous block of 36 calendar months after 1-7-1975. (C) (i) those who have completed minimum of 30 days aggregate temporary service in any calendar year after 1-7-1975 or (ii) 70 days aggregate temporary service in continuous block of 36 months after 1-7-1975.

7. The person who satisfied in all the above 4 categories were to be interviewed by a selection committee the said selection committee would determine the suitability of the said candidate for permanent appointment. Therefore, the bank first day opportunity to notice and observe the work of the workman then prescribed certain the qualifications and from among the candidates satisfying the qualifications the suitable candidates were enlisted by a selection committee. Clause 7 of the said agreement provided with the selected candidate would be wait listed in order of their respective categorization and the selected panel by valid upto December, 1991. Clause 10 of the settlement is specifically provided that henceforth, "there will be no temporary appointments in the subordinate

cadre", except on a restrictive basis in the specified category, "from amongst empanelled candidates as per existing guidelines of the bank", the workman further submits that consequent upon the said agreement and the draft, a notification was issued in the newspapers. The last date for responding to the advertisement was 30-8-1988. A written examination followed by viva-voce in May, 1989 was held. A selected panel was prepared, as per clause 7 of the agreement, i.e., settlement No. 1, the selected panel was to be valid upto December, 1991. The workman submits that circular was issued on 26-4-91 by the said letter it is mentioned that the terms of the agreement dated 17-11-87 was modified vide second agreement dated 16-7-88 was entered into between the parties. In terms of the said agreement a chance was to be given, "to all eligible temporary employees for permanent appointments. The appointments were against the vacancies likely to arise during the years 1995-96, circular made it clear that in view of the enormity of the problem an extension of the currency of the panel, eligible temporary employees who have been empanelled could not appear in the earlier interviews and have been pursuing their cases thereafter, "will be given another chance to appear for interview".

8. In fact, there is some confusion in the claim statement, but actually another panel was prepared. There were total five settlements, settlement dated 17-11-87 is the 1st settlement (Ex. M1), settlement dated 16-7-88 is 2nd settlement (Ex. M2), settlement dated 27-10-88 is the 3rd settlement (Ex. M3), then settlement dated 9-1-91, is 4th settlement and settlement dated 30-7-96 is 5th settlement (Ex. M6). In between there is minutes of conciliation proceedings dated 9-6-95 marked as Ex. M5. That due to all these settlements which were extended by further settlements thereby creating reasonable expectations in the list of the selected candidates arose with its a question of time before appointments or services are regularization in the services of the bank. The workman was working with the bank on temporary basis was under the bonafide hope that sooner his services will be regularized with the bank. He is thereby closed all his options elsewhere. It is needless to point out that employing person to whom hope of employment in substantial terms was made is a facet of Article 21 of the Constitution of India.

9. The Government of India issued circular No. F-3/3/104/87-IR, dated 16-8-1990. Under the said circular the Chief Executives of all public sector banks including the Management herein were specifically instructed that until the problem of existing temporary employees is fully resolved, no bank is permitted to make any permanent appointments. That some of the persons similarly situated like this Petitioner aggrieved by the inaction on the part of the Management of the bank is not regularizing their services from out of the selected panel and not clearly focusing the vacancy position, file W.P. No. 4194/97 on the file of the Hon'ble High Court A.P. It is specifically averred in the said Writ Petition that the Management of the bank had failed to implement the settlement and that it violates the various fundamental rights guaranteed under the Constitution of India. The Honble High Court of A.P. by an order dated 5-3-97 directed the bank to implement the

settlement as amended from time to time. It also directed the bank to carryout the terms of the settlement before the expiry of March, 1997. The High Court also recorded a finding that the Bank cannot escape its liability of enforcement of the settlement. I view of the directions granted by the High Court in W.P. No. 4194/97 all candidates whose names appeared in the select panels prepared on the basis of the agreement entered into on 17-11-87 under which the panel was valid upto December, 1991, and on the basis of a settlement dated 27-10-1988 whereby the panel were made alive upto 31-3-1997 under which the plane was valid upto December, 1999. The other agreement dated 16-7-1988 under which the panel was valid upto 1992 and on the basis of the settlement dated 27-10-1998 whereby the panels were made aliver upto 31-3-1997 were under the bonafide impression that their cases will be considered for regularization and were living on the basis of the said reasonable expectation. Unfortunately, contrary to the directions given by the High Court on 5-3-1997 in W.P. No. 4194/97 and contrary to the settlements entered into between the parties, the bank issued proceedings dated 25-3-1997, dated 27-3-1997 and 31-3-1997 instructing the various authorities of the Management not to continue the temporary employees those who are in services of the bank from 1-4-97. The said order was followed by the Management. Aggrieved by the said action the workmen herein and similarly situated candidates have filed a writ petition before the Honble High Court by way of Writ Petition No. 9206/97 seeking a declaration that the proceedings issued by the Deputy General Manager and the Assistant General Manager (Respondents 3, 4 and 5 therein) on 25-3-97, 27-3-97 and 31-3-97 as illegal and also non-continuance of the Petitioners therein in service by absorbing them in the services of the bank as violative of Section 2(p) and 18(1) read with Rule 58 of Central Rules and sought for specific direction to the bank to absorb them in service.

10. He further submits that in the counter affidavit filed in Writ Petition No. 9206/97, the bank submitted that it has about 805 branches in Andhra Pradesh alone. It has stated that due to exigencies of circumstances and on account of the urgent need in its banks, it employed temporary employees in subordinate cadre. It is pertinent to mention that it does not state the urgent needs or the nature of temporary employees that it had engaged. Enquiry into the same would reveal that the stand taken by the bank either on the ground of urgent need or of temporary employees is a facade to perpetuate unfair labour practice. It is designated to, on the one hand, keep the employed in the erroneous zone of hope and on the other to ensure that benefits that a model employer will extend under various statutes to its employees is not required to be borne out by the bank. A reading of the counter affidavit would show that the bank would opines that being just fair and reasonable are which obviously is reprehensible and is a face of unfair labour practice.

11. He submits that the bank refers in its counter affidavit to three settlements dated 17-11-87, 16-7-88 and 27-10-88. The bank in the guise of extending the benefits of the circular of Government dated 16-8-90 stated in its

counter affidavit follows : "Government of India, vide its letter dated 16-8-1990, issued guidelines to all the public sector banks with regard to recruitent and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of the approach paper on the issue provided by a committee constituted in this regard. The Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper.

The approach paper specified that the cases of temporary employees who had put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to benefit of Section 25-F may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired, they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 or more days after 1-1-1982 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 or more days, the bank by way of further concession entered into settlements even in respect of those who had put in less than 90 days. As such, it could be seen that the settlements are more beneficial to the temporary employees concerned. The approach paper also specify at para 6(c) that the banks would provide one time opportunity to all the temporary employees and for that purpose temporary employees worked in the bank on or after 1-1-1982 could be considered for re-employment in terms of the scheme. The Respondents have gone further wherein even persons working after 1975 were also considered.

As could be seen from the above, there was a genuine effort on the part of the Respondent bank to provide permanent employment for as many as possible subject to availability of the vacancies.

It is further submitted that at para 6(k) of the approach paper, it was made clear that this would be one time exercise in full and settlement of all the points and disputes for the past period in respect of temporary workmen covered by the settlement. This would mean that the Government of India guidelines would cover only those persons who were temporarily employed for the period specified therein and not otherwise. As such, it is submitted that the Respondents have not only followed the Government of India guidelines but in fact covered cases of the employees who had worked for less than 90 days. As such, question of violation does not arise and in any case those were only broad guidelines and not directives."

12. The workman submits that the bank also referred a further settlement dated 9-1-1991 wherein there is a clause to the effect that the panel of temporary employees and the panel of daily wage employees will be operated to a particular period. Therefore, their cases will not be considered. The Management herein relying upon this

settlement in their impugned action. It is submitted that even the settlement dated 9-1-1991 will not empower the management to terminate the services of the temporary employees who are working in the bank services like the workman herein as it does not specify the termination of the employees. In fact there are so many vacancies wherein the Management has engaged several new persons as temporary messengers/attenders/sweepers etc., even after the judgement of Hon'ble High Court without considering the cases of the similarly situated candidates like the workman herein. It is submitted in spite of engaging fresh candidates as is now being done by the Management they would have continued the similarly situated candidates like the workman herein the services of the bank and consider their cases for absorption in view of the circular issued by Central Government as well as the directions of this Hon'ble Court in Writ Petition No. 4194/97, dated 5-3-97. In view of the circulars issued by the Central Government, the Management should not have relied upon the settlement dated 9-1-1991. Hence, the impugned action of the Management is illegal, unjust, violative of fundamental rights such as Articles 14, 16 and 21 of the Constitution of India.

13. The workman submits that the Hon'ble High Court allowed the Writ Petition No. 9206/97 and batch by an order dated 1-1-1998. It is pertinent to mention that as a matter of fact the Hon'ble High Court on a detailed enquiry recorded the following findings of fact :

- (1) That the candidates had appeared for written examination and a Viva Voce Test. They therefore, satisfied a procedure of objective criteria in the process of selection.
- (2) The life of the panels were admittedly extended by the bank beyond its initial life-span.
- (3) In spite of creation of the panels and non-regularisation of the services of the employees who were continued to be in the panel, the above workmen were continued to be engaged till the Circulars were issued on 25-3-1997, 27-3-1997 and 31-3-1997.
- (4) The workmen were given the definite impression that the panels will be kept alive till all the empanelled candidates were absorbed.
- (5) No fresh recruitment would be taken up by the bank till the said empanelled employees are absorbed and regularized in the services of the bank.
- (6) The Petitioners had a legitimate expectation of being regularized in the services of the bank.
- (7) Orders of oral termination effected the continuance of the candidates in the services of the bank, thereby the settlements cannot be pressed into service not to regularize the services of the workmen but to terminate their services even if they were otherwise eligible for regularization.
- (8) The action of the Authorities could also be contrary to the ratio laid down by the Supreme

Court in State Bank of India Vs. V. Sundara Mani reported in AIR 1976 SC 1111.

- (9) The status of the workmen vis-a-vis the bank needed no probe.
- (10) That the Bipartite Settlement dated 19-10-1966 dealing with the question of temporary workmen pointed out that there should be no temporary appointment exceeding the period of 3 months and the fact that the employees have been working for the lengths of time mentioned in Annexure shows that there is not only violation of Bipartite Agreement of the Desai Award that after the said period, the status of the employees is that of regular employees.
- (11) Mr. S. Ramachandra Rao, the Learned Counsel for the Petitioners, is totally right in contending that there is nothing left to be settled between the parties as to their respective rights and liabilities or duties as the case may be except to know whether they have been implemented or enforced. Therefore, it has become a question of fact whether the settlement has been implemented or flouted by the Respondent bank in its true and real implications".

14. The workman submits that the W.P. No. 4194/97 filed by the union of temporary employees wherein they have complained about the non-implementation of the settlements arrived between the parties and sought for absorption. Such employees in the bank services on permanent basis before the date fixed for carrying out the terms of settlement, the Court held that the members of the Union had been empanelled in the list, they were not regularized and the time was going to run out to the near future and the Respondent bank and its officers cannot escape from the liability of enforcing the settlement which has been reached and therefore directed that the bank and the officers shall implement the settlement dated 17-11-87 as amended from time to time before the expiry of 31-3-97.

15. Further, judgements were cited with the claim statement which need not be mentioned here as any way they will be referred to while referring the arguments. It is further averred that it is a human right and it is not necessary that the right should be stated as fundamental right in Chapter III and new rights can be read into and inferred from the rights stated in the Chapter III of the Constitution of India. He submitted that in the clause 10 of the statement it is specifically mentioned that the workman to be absorbed or appointed in the bank prohibiting temporary appointments subsequent to the date of settlements. Even the authorities want to make temporary appointments that should be made only from among the empanelled candidates. The Management has indulged in unfair labour practices. The Management has committed unfair labour practice and terminated the services of candidates from 1-4-97 which is arbitrary, discriminatory, contrary to their own guidelines and violative of the Constitutional provisions which are guaranteed in Chapter III in the Constitution of India.

16. It is strange as to how the panels were allowed to lapse by a so-called Memorandum of Understanding dated 25-2-1997, that the action of terminating such employees like the workman by virtue of an impugned oral proceedings without implementing the settlement would be illegal and unfair labour practice which cannot be allowed to be perpetuated. That the discontinuance of the workman after 31-3-97 but served in the bank in any capacity amounts to retrenchment. It could not have been done without any notice and it violates Sec. 25FF of the Industrial Disputes Act, 1947 and the said action is violative of principles of natural justice guaranteed under Chapter III of the Constitution of India. This amounts to retrenchment without one month's notice and taken in view of such notice. Thus, the main proceedings are issued in cleanable exercise of power, without jurisdiction, arbitrary, illegal and therefore liable to be quashed. That the alleged Memorandum of Understanding dated 27-2-97, Ex. M5 does not appoint the workman and its own legal entity, the said Memorandum of Understanding is not published anywhere to brought to the notice of the workman whose rights are being affected. Submitted that the Management did not adhere to the procedure envisaged by the Central Government in its instructions dated 16-8-90 in the year 1995. The same was not followed in the year 1997 despite there being vacancies. The Management has followed the procedure of calling candidates through employment exchange instead of giving chance to the empanelled candidates like the workman here. It is not pertinent to note/mention here that the Respondent Management sent all letters to the similarly situated candidates like the workman in the month of June, 1997, subsequent to the passing of impugned termination orders. After knowing the facts that the candidates are litigating, the Management refused to engage these candidates. It is once again reiterated that the panels are meant for absorption but not for termination. It was the duty of the Management to engage the empanelled candidates like the workman even in temporary vacancies till they are absorbed permanently in regular vacancies. Hence, the action of the Respondent Management terminating the services of the workman by oral order dated 31-3-97 is unjust, illegal, violative of principles of natural justice and hence, the Management is directed to reinstate and absorb the workman and grant all incidental and consequential benefits.

17. A counter was filed with the following averments. That the reference is tenable and contrary to the provisions of Industrial Disputes Act, 1947. It is respectfully submitted that to tide over severe sub-ordinate staff constraints which arose out of leave vacancies, exigencies, etc., and also owing to the restrictions imposed by the Government of India/Reserve Bank of India on in take of staff, the Respondent bank used to engage sub-ordinate staff like messengers, sweepers, sweeper cum water boys, etc., depending on the availability of work on purely temporary basis for the smooth and uninterrupted functioning of the branches. It is submitted that the All India State Bank of India Staff Federation which represents majority of the employees in the State Bank of India comprising about 98% of the work force as its 'members' espoused the cause of temporary employees who have put in less than 240

days of temporary service in 12 calendar months in the bank and who were ineligible for any protection under Industrial Disputes Act, 1947 to give a chance for being considered for absorption and permanent appointments.

18. Discussions were held on 17-11-1987 an agreement was signed between the federation and the Management Bank under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of Industrial Disputes (Central) Rules 1957. A copy of the said settlement dated 17-11-87 which may be herein after referred as first settlement is filed and 4 categories were made as it has already been mentioned in the claim statement above, it need not be repeated here. In the first settlement, it was agreed that the temporary employees as categorised would be given a chance for being considered for permanent appointment in the bank's service against the vacancies which are likely to arise during the period 1987 to 1991. On 16-7-88 second settlement was arrived between the Federation and the bank whereby it was agreed to substitute the period of consideration of vacancies as 1987 to 1992 in place of 1987 to 1991 as contemplated under the first settlement dated 17-11-1987. This is the second settlement. A 3rd settlement was entered into on 27-10-88 and it was agreed that the bank's service against the vacancies likely to arise from 1988 to 1992 was to be considered. Government of India vide its letter dated 16-8-90 issued guidelines to all the public sector banks with regard to recruitment and absorption of temporary employees in public sector banks. The said guidelines were issued to implement on the lines of approach paper on the issue provided by a committee constituted in this regard. Government of India guidelines made it clear that all the public sector banks may follow the provisions laid down in the approach paper. The approach paper specified that the cases of temporary service in 12 consecutive months and who are entitled to benefit of Sec. 25F of the Industrial Disputes Act, 1947 may be decided by entering into a settlement with the representative union. In respect of temporary employees who had put in less than 240 days of service in 12 consecutive months or less, a settlement could be avoided and however if the Management so desired they could enter into a conciliation settlement with the representative union. In para 6(h) it is mentioned that only those temporary employees who had put in temporary service of 90 days or more days after 1-1-82 would be eligible for considering under the scheme. Although the Government guidelines envisaged for a settlement in respect of employees who had put in temporary service of 90 days or more days, the bank by way of a further concessions entered into settlements even in respect of those who had put in less than 90 days and also the bank went a step further and said those persons who are working after 1975 were also considered. Hence, there was a genuine effort on the part of the Respondent bank to provide as many as possible jobs subject to the availability of the vacancies. However, para 6(k) of the approach paper made it clear that it is a one time exercise in full and final settlement of all the claims and disputes for the past period, in respect of temporary workmen covered by the settlement. Another settlement was entered on 9-1-91 herein after referred as 4th settlement. And the time limit was extended upto 1994

and separate panel was prepared for temporary employees, casual/daily wagers. It was agreed that while vacancies arising between 1988 to 1994 in respect of temporary employees and in respect of casual/daily wagers, they can be considered for the vacancies arising between 1995-96 only.

19. It is submitted that the administrative set up of the Hyderabad Local Head Office comprises of four Zonal Offices (Zones) at Hyderabad, Vijayawada, Visakhapatnam and Tirupathi covering all the Districts of Andhra Pradesh. In terms of the settlements the Management after following the procedure laid down therein prepared the panels of qualified candidates of temporary employees denoted as 1989 panel and also panel of casual/daily wagers denoted as 1992 panel for giving a chance for being considered for permanent absorption. These panels were prepared zone-wise separately for messengers and non-messengers in the descending order of temporary service put in by the candidates during the stipulated period i.e., 1-7-1975 to 31-7-1988. That the Federation approached the Regional Labour Commissioner (C) for implementation of bi-partite settlement in respect of absorption of temporary employees. The Regional Labour Commissioner (C) conducted conciliation proceedings and an agreement was arrived between the Federation and the bank. It was agreed that it would be kept alive upto March, 1997. A copy of the conciliation proceedings dated 9-2-1995 signed by the parties is filed as material paper. A settlement was arrived at and an agreement was signed between the Federation and the Management bank on 30-7-1996 under Sec. 2(p) read with Sec. 18(1) of the Industrial Disputes (Central) Rules, 1957, which is hereinafter called as 5th settlement. That on 27-2-1997 a Memorandum of Understanding was also signed by the Federations affiliate and the bank Management recording the fact that the exercise of identifying the messengerial vacancies as on 31-12-1994 has since been completed by Central Office and thereby 403 messengerial vacancies were sanctioned. It was agreed that these vacancies may be filled from 1989 panel of temporary employees after effecting conversion from full time non-messengerial staff in the usual manner and the agreement was reached accordingly. It was agreed between the Federation's affiliate and the Management bank that in terms of the settlement dated 30-7-1996 both the panels of temporary employees and daily wagers/casual employees would lapse on 31-3-1997. That as agreed upon vacancies were filled from the panels. The Petitioner who has put in an aggregate temporary service of less than 240 days in a continuous block of 12 months period during 1-7-1975 to 31-7-1988 has no right to seek a direction to consider his candidature for absorption in the Management bank under any rule/law except under the settlement entered into thereon. In fact, the case of the Petitioner can be considered under all the five settlements having got his case considered under provisions of these settlements. All the other provisions and terms of the settlements are also binding on him/her. The Management bank has not violated any of the provisions of the terms of the said settlement. That the very preparation and maintenance of panel is non-compliance of the terms agreed under these settlements. These settlements were time bound and they ceased to

exist on 31-3-1997. That the bank has never promised that all the candidates in the panel will be absorbed. In the advertisement itself it was made clear that candidates will be considered for absorption in the vacancies that may arise upto 1992. Keeping alive the panels after 31-3-1997 is contrary to the settlements arrived between the State Bank of India Staff Federation and the Management bank. That the settlements are binding on the parties. The Petitioner is also bound under the terms of the said settlement. The settlement do not suffer from any ambiguity as their language is very clear. The right under the settlements is to give them a chance to be considered for future appointment in the bank's services against the vacancies likely to arise. The settlements were effected to balance the expectations of the temporary employees to be absorbed in permanent service as against the constitutional rights of all eligible persons to be considered for employment every time a vacancy arises. That the alleged dispute including the demand for reinstatement has to be decided in this context. It is submitted that the period expired on 31-3-97 and it is an integral term of the settlement and cannot be modified in any proceedings under the law. These temporary employees who unfortunately could not be accommodated for want of vacancies have no further rights to be considered for regularization. That the Hon'ble High Court in WP No. 12964/94, held as follows, "It is needless to state that the settlement arrived at between the All India State Bank of India Staff Federation which is the majority union and the bank Management is binding on the Petitioners also. It is not at all the case of the Petitioner that any of the terms of the settlement has been violated by the bank's Management. If the Petitioner had worked in the bank on part-time basis before 31-5-94, that itself would not vest in him a right to claim that his services should be regularized on permanent basis against a full time cadre post. The claim put forth by the Petitioner in the Present petition is therefore misconceived and not tenable. However, it is open to the Petitioner to claim any right which flows from the settlement between the union and the bank Management. As already pointed out that it is not the grievance of the Petitioner that some right which has flown from the settlement in favour of the Petitioner has been denied by the bank Management. Therefore, I do not find any ground, let alone substantial ground, to grant the kind of relief sought for by the Petitioner. Writ Petition fails and is accordingly dismissed. No costs."

20. If the panels were not lapsed at the end of designated period and allowed to be continued it would result in making the contracts of temporary employment indirectly permanent through back door entry, which would not only be contrary to the settlements but also to Articles 14 and 16 of Constitution of India and deprive the chances of original claimants who would come through proper recruitment procedure. As their rights have been crystallized by operation of the settlements. Hence, there is no question of any legitimate expectation being violated.

21. Similarly placed ex-employees filed WP No. 9206/1995 and the batch before the Hon'ble High Court of A.P. and the learned Single Judge allowed the Writ Petitions. Aggrieved by the same WA No. 86/98 and the batch was filed and the Division Bench set aside the order of the

Single Judge. Thereafter the ex-temporary employees filed Special Leave Petition No. 11886/11888 of 1998 before the Hon'ble Supreme Court of India. The Hon'ble Supreme Court of India also dismissed the SLP. Therefore reference to the Judgement of the learned Single Judge in WP No. 9206/97 is of no consequences as the same has already been set aside. The observations made in the Judgements cannot be relied upon for any purpose what so ever. The question of operation of Sec. 25F would not come into play. Further the issue is covered by various Judgements of Hon'ble Supreme Court of India and various Hon'ble High Courts. Hence, the reference may be ordered that the Petitioner is not entitled for any relief.

The Petitioner examined himself as WW1 and deposed to the facts as stated in the petition. He further deposed that he worked for 93 days but he was given certificate only for 55 days before interview. That he worked between 1988—97 for 843 days. That as per the norms he also fits in category B and he speaks about the settlements and he further deposed that on 18-11-93, 800 contract labourers were made permanent by the bank. By then, their existing panels were still not completed. That till date the bank is still continuing with some persons who are from the panel by making pick and choose method and it is also claimed by Assistant Labour Commissioner(C) that some of these employees are still working. In Ex. W10 itself it was mentioned that still temporary employees were continuing against permanent vacancies and sweepers were not being appointed on regular basis, canteen employees were being used for messengerial work, ex-temporary workers are still being used for performing messengerial work.

23. In the cross examination he deposed that the Branch Manager, Local Head Office branch, State Bank of India, was known to his father who was a Mali in the bank. After introducing him to the Branch Manager he requested him for providing work to the Petitioner as a temporary messenger. Accordingly, he was given appointment as messenger on temporary basis in 1988 for 55 days and later he had worked as messenger on temporary basis now and then. He was not sponsored by any employment exchange. That he used to work depending on the availability of work in the branch. That he applied for appointment as messenger in response to the advertisement issued by the bank in the year 1991. He was called for interview and his name was included in the panel of temporary messengers in the year 1992. Some of the temporary employees whose names were included in the panel were given regular appointment in the bank in order of their seniority in the panel. That he is not having any documents to show that any person who worked for less number of days was given appointment in the bank. He did not work for 240 days in any year in his entire service. That he appeared for interview as per the settlements and the settlements expired on 31-3-97.

24. The Chief Manager (Per & HRD), Sri A. Rama Rao deposed to the facts as stated in the counter, as MW1 and also he speaks about the Hon'ble High Court of A.P., Judgement, the appeal to the Hon'ble High Court and the SLP. In the cross examination he deposed that the settlements and empanelments were for absorption and

added that those who could not be absorbed were terminated. He denied that all should have been absorbed. He agreed that no notice or pay in lieu thereof was given. That all these Petitioners were asked not to come. He denied that there are still number of vacancies. He does not know whether Mr. M. Lingam, claimant in ID No. 236/2001 working in Barkatpura branch and Mr. Ravi Kanth in ID No. 59/2001 working in Parishram Bhavan branch.

25. Various Advocates have argued in various batches for Petitioners, Mr. Prasada Rao, Mr. Prabhakar, Mr. Vikas etc. It is argued by Mr. Prabhakar on behalf of Sri S. Ramachandra Rao, Advocate that these Petitioners worked for several years with artificial periodical breaks and they were given hope saying that their cases will be considered for absorption in the services of the Respondent by way of settlements. Instead they were removed from service by oral orders w.e.f. 31-3-1997 on the ground that there were no vacancies to accommodate the claimants, while engaging third parties on temporary basis, apart from re-engaging some of the claimants on temporary basis as messengers/non-messengers. The said action of the Respondent is high-handed, unilateral, arbitrary and colourable exercise of power apart from being amounts to unfair labour practice. It is an admitted case of the Respondent that it has 805 branches all over the State whereas the Respondent has 827 branches. That it consists of four modules, Hyderabad, Vijayawada, Visakhapatnam and Tirupathi. That the counsel is appearing for 100 claimants for Hyderabad module. Likewise they are appearing for several other candidates in other modules also for which he is appearing. All these claimants were taken into service in view of the need in the respective branches prior to 1988 as per the instructions of the Central Office and Local Head Office. In order to settle the issue of temporary employees and to streamline the same these settlements were entered into in pursuance of the decision taken by the Respondent to give a chance for absorption. There are five settlements, one Memorandum of Understanding, one conciliation proceedings and the impugned proceedings of oral termination. One example may be taken of a Petitioner in ID 58/2000 which was renumbered as ID 77/2002 filed by Mr. V. Maddileti who worked both in messenger cadre and non-messenger cadre from 1987 to 1997 for 1370 days. The break-up figures are certified by the bank that he worked for 78 days before 1988, which is evident from the certificate issued by the bank. He belongs to SC community. He has passed 9th class, though the qualification for the post of messenger is 8th class. That the Petitioner was selected and empanelled by the Respondent in pursuance of the settlements they were made to work with artificial breaks. Though they were empanelled and given a hope that their cases will be considered for absorption. The same was not considered. On the other hand their services were orally terminated on 31-3-1997 asking them not to attend duties from 1-4-97. Then he mentioned about the 5 settlements entered into between the bank and in the last settlement it is specifically mentioned that the non-messengerial posts shall be filled in before 31-3-1997 before the empanelled list is allowed to lapse. The Government of India had issued a circular dated 16-8-90 wherein it is specifically stated that the concerned

authorities have to follow the procedure in the approach paper for regularization who are on the rolls of the bank. Until the problem of existing temporary employees is fully resolved, no bank will be permitted to make any temporary appointments. In spite of the clear cut instructions the authorities did not settle the issue of temporary employees before passing impugned oral orders on the other hand, they are engaging third parties and some of the claimants are still working on temporary basis. In fact he has given the list of atleast 46 candidates who are before this Court still working in Hyderabad module, Vijayawada module there are as many as 26 candidates working, in Tirupathi module 43 are working, even in Visakhapatnam module four are working. Before the 5th settlement taken place there was a conciliation proceeding wherein it was specifically agreed, "as regards for filling of messengers posts as already been ordered, the remainder number will be filled before 31-3-1996 and 31-3-1997 on the basis of an understanding that may be reached after ascertaining correct procedure with regard to the number of messenger posts to be created in terms of settlement. Another joint committee will be constituted to review existing norms and reach a fresh settlement which will come into effect from 1-4-1997." And having agreed that coolly dispensed them by oral order on 31-3-1997. The question that there are no vacancies is false. In fact, there are number of vacancies in all the branches numbering to 827. Accordingly, new persons were engaged by the Respondent apart from engaging some of the claimants in the batch of cases on temporary basis after 1-4-1997. In order to show that there are vacancies circular dated 22-11-2002 is filed which says that there are 241 anticipatory vacancies which also says that new candidates were engaged on temporary basis. Sample copies of proceedings of the bank which show that some of the claimants were re-engaged after 1-4-97 is also submitted with a separate statement who were engaged after their oral termination and who are continuing till today. In fact, instead of entering into a fresh agreement as settled before the conciliation officer they have simply dismissed which is against all canons of justice. The above arguments were made by Sri S. Rama Chandra Rao, Sr. Advocate and further more arguments have been advanced by him and several Judgements were cited which will be dealt in due course.

26. Sri S. Prasada Rao, Advocate argued that the Industrial Disputes Act, 1947 is a boon to the industrial development which aims at (a) Investigation and settlement of Industrial Disputes, (b) to keep social justice as a main criteria, (c) Progress of Industry and (d) Harmony and cordial relations. He submits that in the case of Management of Hotel Imperial, New Delhi and others Vs. Hotel Workers Union, AIR 1959 Supreme Court page 1342, it was held that, "Industrial Tribunal would have jurisdiction to grant interim relief also." The applicants are employees of the State Bank of India and they have worked for a period which is noted in the list of cases which are pending before this Court. That the ultimate object of Industrial Adjudication has been received by all as one of revolutionary import which admits its task not on purely theoretical, abstract, academic grounds adhearing to any dogmas, or applying abstract principles mechanically or

under any sub-consciousness pressures preconceived notions, theories or 'isms' but since to evolve working principles for resolving industrial conflict adjusting rival claims of employers and employees in a fair and just manner. The interest of proper judicial enquiry including the collection, collation and analysis of relevant facts. Therefore, it becomes highly significant in industrial matters. The Supreme Court right from Bharath Banks case 1950 Supreme Court page 188 down to the latest Airports Authority case or to that matter Steel Authority of India case 2001 have laid down the importance of the ignorance of the working class and important of the rights restating principles of social justice. The present trend of Labour Courts and Industrial Tribunals are interests of not only employers and employees qua each other but also interests are so wedded that they cannot be separated in all contexts and situations the emphasis that labour is not a commodity but a conscious living individual with aspirations to survive in this world. As observed by Justice Issac in Federated School Teachers Association of Australia Vs. State of Australia which was also quoted in the State of Bombay Vs. Hospital Mazdoor Sabha case "in dealing with industrial disputes industrial adjudication must be conversant with the current knowledge on the subject they should not ignore the constant currents of life around them for otherwise it would introduce a serious infirmity in. . ."

27. He also argued that the Constitution of India wisely engrafted the fundamental rights and Directive Principles for democratic way of life for everyone in Bharat Republic. The poor workmen and common men can secure and realize economic and social freedom only through right to work and right to adequate means of livelihood in just and humane conditions of work, to living wage, a decent standard of life, education and leisure. Article 43(A) 43 Constitution Amendment Act, 1976 enjoins upon the State to secure by suitable legislation or in any other way the participation of workers in the Management of undertakings, establishments or other organizations engaged in any industry. He further argues that the judicial function of a court therefore, in interpreting the constitutions and the provisions of the Industrial Disputes Act, 1947 requires to build up continuity of socio, economic empowerment to the poor to sustain equality of opportunity and status and the Law should constantly meet the needs and aspirations of the society in establishing the egalitarian social order. Therefore, the concepts engrafted in the Statute require interpretation from that perspectives, without doing violence to the language. Then he further argues and reiterates the facts of the settlements which need not be repeated here. He further argues that the Memorandum of Understanding is not correct, because the last settlement does not provide for lapsing of the empanelled candidates, the bank is obliged for implementation of the empanelled candidates and not for lapsing the panels. That in the case of all the applicants with respect to whom that the principles of fair play, equity and consciousness and justice is required. The workers have fundamental right to live under Article 14, 15 & 16 which can neither waived nor taken away. Since many of the applicants are jobless and have worked for longer periods, upto 18 years, they cannot be deprived of their

livelihood and their family lives cannot be shattered. That the State Bank of India is not exempted from the Act i.e., A.P. Shops & Establishments Act. Sec. 2A(2) is therefore applicable to these Petitioners. These arguments need not be repeated here in view of the Judgement of U. Chinnappa Vs. Steel Authority of India in.....

He submits that it was a legitimate expectation of these employees. No doubt, one may not have a right but Courts have recognized that in such cases like these cases a legitimate expectation was created by the bank by taking services of some of the candidates right from 1975 and we are now in 2005. Is it not correct that to presume that by entering into several settlements and agreeing before the conciliation officer that a further settlement may be entered into after 31-3-97 all of a sudden a Memorandum of Understanding is entered into and thousands of people are given a good-bye. All their hopes and legitimate expectations were shattered. That about 35000 candidates were interviewed and only 3500 were selected. It is also estimated that vacancies from 1989 till today there will be more than 4000 vacancies in all the 4 modules and even though all these applicants are considered, they will fall short of total vacancies.

28. The Learned Counsel for the Petitioners Mr. Vikaas. Advocate submits and practically repeats the arguments advanced by the other advocates. He further submits that in short, the State Bank of India has committed the following illegalities : 1. unfair labour practice, vitiated by colourable exercise of power, 2. impugned oral orders of termination without authority on 31-3-97, 3. the exercise of the said power is violative of article 14 and Sec. 19 (2) of the Industrial Disputes Act, 1947, 4. The purpose of entering into settlement was for absorption and it is not as if it's a back door entry, it was through advertisements and after interviewed more than 30000 candidates they have selected 3500 candidates and by entering into various settlements they have created legitimate expectations of absorption to these poor workmen who have been running around since 1975. The order not to engage is a non-speaking order. Further several of these persons although were terminated are still working, if there is no work how these persons are working? The argument that due to computerization lesser staff is required does not hold because the work of attenders could only be done by robots which have not yet come in India, hence, waterboys, sweepers and for odd work, still the services of the attenders are required. Those who were made to understand from years together that they will be absorbed cannot be just thrown out and after all the so-called Memorandum of Understanding is to defeat the purpose of settlements wherein the effected parties are not even consulted and hence oppose to the public policy and hit by Sec. 23 of the Contract Act.

29. I now refer to the cases cited by various Advocates. The following citations are cited by Sri S. Ramachandra Rao. AIR 1991 Supreme Court page 101 wherein a full bench of the Hon'ble Supreme Court was dealing about removal of a permanent employee without assigning any reason, their Lordships held, is arbitrary, unfair, unjust and unreasonable and opposed to public

policy. He also relied on AIR 1986 Supreme Court page 1571, this dealt with the rule empowering the Government corporation to terminate services of its permanent employees by giving or pay in lieu of notice period is opposed to public policy and violative of Article 14, 39(a) and 41. He also relies on AIR 1992 Supreme Court page 248, their Lordships held, that an agreement can be challenged that it is a nullity being opposed to public policy and it can be raised even by a person who had earlier consented to the agreement. They further held that the illegal contract, cannot constitute and effect and accord satisfaction. He also relies on AIR 1980 Supreme Court page 2181 wherein his Lordships held that, "We have, no doubt that the precedents on the point, the principles of industrial law, the constitutional sympathy of Part IV and the sound rules of statutory construction converge to the same point that when a notice intimating termination of an award or settlement is issued the legal import is merely that the stage is set for fresh negotiations or industrial adjudication and until either effort ripens into a fresh set of conditions of service the previous award or settlement does regulate the relations between the employer and the employees." He also relied on 1999(5) ALD 1992 (D.B.) General manager, State Bank of Hyderabad and another Vs. P. Ramulu, wherein their Lordships referred to the circular of the Government of India to all public sector banks which laid down in the approach paper in the recruitment as well as in absorption of temporary employees as follows : "For the staff which is presently on the rolls of the Banks their services will be regularized in terms of the Approach Paper. For the current requirement banks may utilize their existing panel of temporary employees and in case these employees were not taken from the employment exchanges the Banks would be required to approach the DGE & T directly seeking exemption. Until the problem of existing temporary employees is fully resolved no Bank will be permitted to make any temporary appointments." In that case para 6, all employees who had put in 90 or more days after the cut off date i.e. 1-1-1982 will only be eligible for considering the scheme. The Respondent in the Writ Petition has put in more than 90 days before the said cut off date. Their Lordships held that as per the scheme one time opportunity each a person who had completed 90 days of temporary service as on 1-1-1982 and also after 1-1-1982 shall be regularized by empanelling him for the post. He also referred to Supreme Court employees Welfare Association Vs. Union of India wherein it was held, that it is well settled principle of law that when a special leave petition is summarily dismissed under article 32 of the Constitution, by such dismissal this Court does not lay down any law as envisaged by article 141 of the Constitution. He also relied on 1997 (6) Supreme Court cases page 564, which is to the same effect. He also relied on 2003(4) Supreme Court cases page 325 wherein their Lordships held, it is well settled law that in case where SLP is dismissed without assigning any reason that order would not constitute a binding precedent. He also relied on 2003 Supreme Court cases page 231 which reiterate the same. He also relied on AIR 2002 Supreme Court page 3088 wherein their Lordships held, "the High Court and

all other courts in the country were no doubt ordained to follow and apply the law declared by this court, but that does not absolve them of the obligation and responsibility to find out the ratio of the decision and ascertain the law, if any, so declared from a careful reading of decision concerned and only thereafter proceed to apply appropriately." He also relied on 2003(7) Supreme Court cases page 197 wherein it was held, "Therefore, while applying the decision to a later case, the court dealing with it should carefully try to ascertain the principle laid down by the previous decision. A decision often takes its colour from the question involved in the case in which it is rendered. The scope and authority of a precedent should never be expanded unnecessarily beyond the needs of a given situation. The only thing binding as an authority upon a subsequent Judge is the principle upon which the case was decided. Statements which are not part of the ratio decidendi are distinguished as obiter dicta and are not authoritative. The task of finding the principle is fraught with difficulty as without an investigation into the facts, it cannot be assumed whether a similar direction must or ought to be made as a measure of social justice. Precedents sub silentio and without argument are of no moment. Mere casual expressions carry no weight at all, nor every passing expression of a Judge, however eminent, can be treated as an ex cathedra statement having the weight of authority." He also relies on the Judgement of the Hon'ble Supreme Court in 1993 Supplementary IV Supreme Court cases 46 Naseem Bano Vs. State of U.P. and Others, wherein their Lordships held, "since no dispute was raised on behalf of respondents 1 to 4 in their reply to the averments made by the appellant in the Writ Petition that 40 per cent of the total number of posts had not been filled by promotion, in as much as the said averments had not been controverted, the High Court should have proceeded on the basis that the said averments had been admitted by respondents." He therefore, submits that the Petitioners have alleged in the petition that there were about 1500 vacancies and it has not been controverted, hence, this Court should presume that the said averments about vacancies has been admitted by the bank.

30. He also relies on LLJ 2004 February page 227, wherein it was held, "the Respondent was working as a part time sweeper in the organization of the Petitioner. After fifteen years of service, the Respondent was terminated from service without any notice or pay in lieu thereof. The Labour Court held that a part-time employee also falls within the definition of workman under Section 2(s) of the Industrial Disputes Act, 1947. Therefore, awarded reinstatement with continuity of service and full back wages. The High Court also retreated the findings of the Labour Court and stated that as long as the ingredients of Sec. 2(s) are present it is immaterial whether the employee has been appointed as a regular, permanent/temporary or daily wages, casual or part-time." He also relied on LLJ 1995(1) page 323 wherein the High Court upheld the findings of the Labour Court that the bus driver on an average worked for 20 days in a month but was paid wages for one month. Average working hours 10 to 12 hours and no overtime wages paid. Finding of the

Industrial Tribunal that workman has worked 240 days in a calendar year is legal and proper." He also relied on 1995 Supplementary (4) Supreme Court cases page 11 where their Lordships directed regularization of services of the Petitioners who had worked for three years including the break till today, shall not be terminated and shall be absorbed in regular vacancies as and when they arise. He also relied on 1991 supplementary (2) SCC page 363 wherein it was held, the change of service rules cannot be made in the prejudice of an employee who was in service prior to the change. He also relied on 1986 Supreme Court page 954 wherein it was held, "such a settlement arrived at by agreement between the employer and workmen otherwise than in the course of conciliation proceedings is binding only on the parties to the agreement as provided in Sec. 18(1) of the Industrial Disputes Act, 1947. Such a settlement is not binding on the other workmen any who are not parties in the settlement." He also relied on 1993 (1) SCC page 71 wherein their Lordships considered about legitimate expectations and held as follows: "In contractual sphere as in all other State actions, the State and all its instrumentalities have to conform to Article 14 of the Constitution of which non-arbitrariness is a significant facet. There is no unfettered discretion in public law: A public authority possesses powers only to use them for public good. This imposes the duty to act fairly and to adopt a procedure which is 'fairplay in action'. Due observance of this obligation as a part of good administration raises a reasonable or legitimate expectation in every citizen to be treated fairly in his interaction with the State and its instrumentalities, with this element forming a necessary component of the decision-making process in all State actions. To satisfy this requirement of non-arbitrariness in a State action, it is, therefore, necessary to consider and give due weight to the reasonable or legitimate expectations of the persons likely to be affected by the decision or else that unfairness in the exercise of the power may amount to an abuse or excess of power apart from affecting the bona fides of the decision in a given case. The decision so made would be exposed to challenge on the ground of arbitrariness. Rule of law does not completely eliminate discretion in the exercise of power, as it is unrealistic, but provides for control of its exercise by judicial review. [Para 8 page 91]"

He also relied on the full bench decision of Hon'ble Supreme Court in 1992 (4) Supreme Court cases page 118, wherein their Lordships held if for any reason, an adhoc or temporary employee is continued for a fairly long spell the authorities must consider his case or regularization provided he is eligible and qualified according to the rules and his service record is satisfactory and his appointment does not run counter to the reservation policy of the State. He also relied on 2001(1) LLJ wherein their Lordships held that, "so far as the work-charged employees and casual labour are concerned, the effort must be to regularize them as far as possible and as early as possible subject to their fulfilling the qualifications, if any, prescribed for the post and subject also to availability of work. If a casual labourer is continued for a fairly long spell say two or three years a

presumption may arise that there is regular need for his services. In such a situation, it becomes obligatory for the concerned authority to examine the feasibility of his regularization. While doing so, the authorities ought to adopt a positive approach coupled with an empathy for the person." He also relied on Judgment of the High Court of Patna reported in 2003 III LLJ page 904 wherein their Lordships observed, "All said, the claim of such persons who have remained in the employment of the State for long periods, those who have spent the golden period of their lives in the service of the State, those who with the passage of the time have become eligible for appointment elsewhere cannot be ignored altogether." He also relied on 1995 (2) Supreme Court cases page 326 where the full bench of the Supreme Court held, "In situations where even though a person has no enforceable right yet he is affected or likely to be affected by the order passed by a public authority, the courts have evolved the principle of legitimate expectation. The expression which is said to have originated from the Judgement of Lord Denning in *Schmidt Vs. Secy. of State for Home Affairs* is now well established in public law. In *Attorney General of Hong Kong Vs. Ng Yuen Shiu* Privy Council applied this principle where expectations were "based upon some statement or undertaking by or on behalf of, the public authority" and observed: "Accordingly 'legitimate expectations' in this context are capable of including expectations which go beyond enforceable legal rights, provided they have some reasonable basis. A person may have a legitimate expectation of being treated in a certain way by an administrative authority even though he has no legal right in private law to receive such treatment." He also relied on 1998 (7) Supreme Court cases page 66 wherein their Lordships held, the doctrine of legitimate expectation has its genesis in the field of administrative law. The Government and its Departments, in administering the affairs of the country, are expected to honour their statements of policy or intention and treat the citizens with full personal consideration without any iota of abuse of discretion. The policy statements cannot be disregarded unfairly or applied selectively. Continuing their Lordships further held, though the doctrine of legitimate expectation is essentially procedural in character and assures fairplay in administrative action, it may, in a given situation, be enforced as a substantive right. The doctrine of legitimate expectation can be invoked if the decision which is challenged in the court has some person aggrieved either (a) by altering rights or obligations of that person which are enforceable by or against him in private law; or (b) by depriving him of some benefit or advantage which either (i) he had in the past been permitted by the decision-maker to enjoy and which he can legitimately expect to be permitted to continue to do until there has been communicated to him some rational grounds for withdrawing it on which he has been given an opportunity to comment; or (ii) he has received assurance from the decision-maker that it will not be withdrawn without giving him first an opportunity of advancing reasons for contending that it should not be withdrawn. Indian scenario in the field of legitimate expectation is not different. The question whether the

expectation and the claim is reasonable or legitimate, is a question of fact in each case. This question had to be determined not according to the claimants' perception but in larger public interests." He also relied on 1997 7 SCC 592 wherein it was held that the selected industries (Respondents) with which the agreements were entered into by the State Government legitimately expect that the renewal clause should be given effect to in usual manner and according to past practice unless there is any special reason not to adhere to such practice. The doctrine of "legitimate expectation" has been judicially recognized by the Supreme Court. The doctrine of "legitimate expectation" operates in the domain of public law and in an appropriate case, constitutes a substantive and enforceable right. He also relied on 1993 3 SCC 259 wherein it is held that—law must therefore be now taken to be well-settled that procedure prescribed for depriving a person of livelihood must meet the challenge of article 14 and such law would be liable to be tested on the anvil of article 14 and the procedure prescribed by a statute or statutory rule or rules or orders affecting the civil rights or result in civil consequences would have to answer the requirement of article 14. So it must be right, just and fair not arbitrary, fanciful or oppressive. There can be no distinction between a quasi-judicial function and an administrative function for the purpose of principles of natural justice is calculated to secure justice or to put it negatively, to prevent miscarriage of justice, it is difficult to see why it should be applicable only to quasi-judicial inquiry and not to administrative inquiry. It must logically apply to both. Therefore, fair play in action requires that the procedure adopted must be just, fair and reasonable. The manner of exercise of power and its impact on the rights of the person affected would be in conformity with the principles of natural justice. Article 21 clubs life with liberty, dignity of person with means of livelihood without which the glorious content of dignity of person would be reduced to animal existence. When it is interpreted that the colour and content of procedure established by law must be in conformity with the minimum fairness and processual justice, it would relieve legislative callousness despising opportunity of being heard and fair opportunities of defence. Article 14 has a pervasive processual potency and versatile quality, equalitarian in its soul and allergic to discriminatory dictates. Equality is the antithesis of arbitrariness. It is, thereby, conclusively held by this court that the principles of natural justice are part of article 14 and the procedure prescribed by law must be just, fair and reasonable. He also relies on AIR 1991 Supreme Court page 101 wherein it was observed "the right to life includes right to livelihood. Therefore cannot hand on to the fancies of the individuals in authority. The employment is not a bounty from them nor can its survival be at their mercy. Income is the foundation of many fundamental rights and when work is the sole source of income the right to work becomes as much fundamental. Fundamental rights can ill-afford to be consigned to the limbo of undefined premises and uncertain applications. That will be mockery of them.

Mr. Vikas, appearing for various Petitioner cited various Judgements some of them are 1998 7 SCC page 804

where in the Hon'ble Supreme Court directed that the contingent staff of income tax Department some of them working from 8 years. directions issued to pay such workmen at the rate equivalent to minimum pay in the pay scale of the regularly employed workers and to frame scheme on rational basis for their absorption. He also relied on AIR 1990 Supreme Court page 2228 where in it was held that the Kerala water supply and civil water authority shall immediately regularize the services of public health Department employees as per its resolution dated 30-1-1987 without waiting for the State Government approval. They also directed those who have put in less than one year service age bar may be waived etc. Several more citations he filed about regularisation. He also relied on 1996 I Service law reporter Supreme Court of INDIA page 56 where in it was held, workman in the employment in the state of forest Department for 5 to 6 year and in each year they worked for a period ranging 100 to 330 days, workmen employed under the schemes at hand had been so done. To advance objects having permanent basis failure to regularize them amounts to unfair labour practice and various other judgements and further added to his arguments that by further arguing that these cases are the most fit for regularization as some of them are working from 1975.

Mr. Prasad also relied on 2005 1 LLJ page 89 SBI Vs. TN Jaya Ram where in it was held in Writ Appeal held that the learned single judge held that the Petitioner had not worked continuously for a period of 30 days. The learned single judge relied on category 'C' of the settlement to arrive at the said conclusion. Their lordships allowed the Writ Appeal on the ground, in view of the fact that the Petitioner falls short of the required 30 days by 4 days, the Petitioner cannot seek absorption in a permanent capacity in the employment of the bank.

Therefore in conclusion Shri Vikas, Advocate, Shri Prabhakar Rao, Advocate on behalf of Shri Rameshchandra Rao, Advocate and Shri Prasad, Advocate argued vehemently that these are the most fit cases wherein a direction should be given to absorb these Petitioners who have been unceremoniously dismissed on 1-4-1997 and some of them are still continuing and it is not only a question on industrial law but also legitimate expectations created in these Petitioners who worked since more than two decades.

The argued by the Learned Counsel for Respondent Shri B. G. Ravinder Reddy, Advocate and Smt Lalitha Kumari, Advocate that the Hon'ble CGIT-cum-Labour Court is fully empowered to decide the disputes which are pending before it in the LCIDs and ID. That the Petitioners are casual employees who worked at the branches for short periods at the instance of concerned Branch Manager who had no jurisdiction to appoint them. They are not employees of the State Bank of India as their entry into the bank was not as per the selection procedure. The daily wagers/casual workers were not selected by a process through which regular employees were recruited. That the Petitioners were engaged by the concerned branch managers to meet the exigencies of work at intermittent intervals and they cannot be termed as employees of the bank on temporary basis in any identified post or vacancy. That the Petitioners have

no statutory right to seek any relief under the provisions of the Industrial Disputes Act. The Petitioners have not put in continuous service of 240 days in a calendar year as required under the Act. It is to be examined whether they stand a chance for absorption as per the settlements. That the Petitioners failed to implead the All India SBI Staff Federation as party to the dispute before this court to seek interpretation of the settlements. As such, the cases are bad for non-joinder of necessary party. That the empanelled candidates are in thousands and the vacancies are less than 100 each year. The SBI has absorbed messengers and Non-messengers totaling to more than 1000. That the Hon'ble Single Judge's Judgement that the settlement are repugnant to Sec.23 of the Indian Contract Act and the Memorandum of Understanding and the Theory of Legitimate Expectations has no place in the settlements. That in terms of the 5 settlements, the 1989 and 1992 panels were kept alive upto 31st March, 1997 and thereafter they lapsed. Administrative instructions were issued to all branches directing not to engage temporary employees from 1-4-1997 as there were no vacancies. That the question of regularization in any service including any Government service may arise in two contingencies viz., if on any available clear vacancies which are of a long duration appointment are made on adhoc basis or daily wage basis by a competent authority and are continued from time to time and if their services are required by the Bank. In any case, backdoor entries for filling up such vacancies have got to be strictly avoided. There would never arise any occasion for regularizing the appointment of an employee whose initial entry itself is tainted and is in total breach of the requisite procedure of recruitment and especially when there is no vacancy on which such an initial entry of the candidate could never be effected.

They also relied on several cases, in particular, AIR 1991 page 1612 where in the Hon'ble Supreme Court held that the mere inclusion of a candidates name in the merit list does not confer any right to be selected. Some vacancies remaining unfilled after process of selection finally closed—candidate not appointed—No discrimination. They also further held ordinarily the notification merely amounts to an invitation to qualified candidates to apply for recruitment and on their selection, they do not acquire any right to the post. They also relied on 1997 6 SCC page 584 Syndicate Bank Vs. Sankarpal where in it was held that if a waiting list is for specific period the wait listed candidates do not have any right ones the list lapses. They also relied on 1997 4 SCC 283 Sanjay Vs. Union of India where the Hon'ble Supreme Court held that weight listed candidates have no right for appointment where there are no vacancies. He also relied on AIR 1992 Supreme Court page 2070 where it was held—Stop gap appointees or Temporary appointees do not have any right for continuous or for regularization.

Smt Lalitha Kumari, advocate for Respondent relied on 2004 Vol. IV SLT page 947 which was a Judgement from Madras High Court where in the Hon'ble Supreme Court held that appointment held in violation of mandatory provisions of statutes ignoring minimum education qualifications, wholly illegal. Taking recourse to regularization cannot cure such illegality.

But both of them mainly relied on the Judgment of Hon'ble High Court of Orissa in OJC 9093 of 1997 in which it was held that only those casual workers who were in the waiting list of the bank (panels) were eligible to be regularized against the vacancies of the bank. As the select list came to an end on 31-3-1997 are not entitled to get any relief. The Judgment of the Orissa High Court dated 18-9-1998 was confirmed by the Hon'ble Supreme Court on 17-6-1999 in the above case in SLP (CC) 3082/99.

He further argued that even those who have completed 240 days also cannot claim regularization as the very entry was irregular and they got any right it is through the agreements only and 1992 2 LLJ page 52 Supreme Court held that any person who have completed 240 days cannot claim regularization only such grounds. Such regularization is jeopardizes the larger public interests. So they argue even those candidates 240 days also do not stand any chance. And as the Orissa High Court has dealt with these agreement which is an All India agreement and the Hon'ble Supreme Court has dismissed the SLP on merits, hence the Petitioners are not entitled for any relief. Accordingly, the Petitions may be dismissed.

As stated in the beginning, these cases have got a chequered history starting from 1975 and now we are in 2005. To sum up the entire facts in a nut shell, the entry of these persons was as casual employees. Seeing the enormity of the situation the SBI and All India SBI staff federation entered into various agreements. The candidates were called for interview and were empanelled. The last agreement was dated 30-7-1996 (Ex. M6) which was to lapse on 31-3-1997. Then there was a Memorandum of understanding dt 27-2-1997 that the panel of temporary employees, daily wagers and casual employees will lapse on 31-3-1997. There was an conciliation dated 9-6-1995 vide Ex. M5 wherein before the conciliation officer it was agreed that another joint committee will be constituted to review the existing norms and reach fresh settlement which will come into effect from 1-4-97. No such joint committee was constituted nor any fresh settlement came into effect from 1-4-1997. Carrot was dangled before the workers for number of years creating reasonable expectations but instead the bank has in order to avoid future complications gave a good-bye to all the employees on 31-3-1997. Their hopes were further raised by the Judgment of the High Court which held "the Petitioners/employees who were on duty as on 31-3-1997 shall be deem to be on duty and shall be entitled to all the benefits of such a post and they shall be immediately appointed if any posts are available or creating some supernumery posts within 3 months from today failing which the bank shall pay them all the benefits to which they were entitled as on that date, till they are absorbed". Infact the Hon'ble single judge stated in the Judgment which I quote "Mr. S Ramachandra Rao, Learned Sr. Counsel appearing for the Petitioners have never controverted such a factual and legal position. Such a dispute in any form existing and even apprehended definitely could be a subject of reference to the board of settlement, to a court for enquiry, to a Labour Court or Industrial Tribunal for adjudication.....". It is also his apprehension genuinely expressed that driving the

Petitioners to such forums for such disputes could be nothing less then pushing the hapless and helpless prey into the greedy and hungry maw of the wild life".

Be that may be so. The above Judgment was set aside by writ appeals by division bench holding that the matter has to be dealt with and settled by the parties under the provisions of the Industrial Disputes Act, 1947 and not by resorting to the writ jurisdiction of this court. Against which a Special Leave Petitions were filed which were dismissed.

The position now is that under the Industrial Disputes Act, 1947 those who have completed 240 day's in a year has some right as notice or notice pay and retrenchment compensation. But all of them entered into settlements, no doubt, these persons are not members of the All India State Bank of India Staff Federation. But those who have worked even for 30 days in a calendar year or 70 days in 36 calendar months and various other categories could not have got any rights but for the settlements entered into by All India State Bank of India Staff Federation and even those who have completed 240 days in a year their rights also got merged due to these settlements but for the settlements except those who have completed 240 days in a year other do not have any right under the ID act. And this is a all India problem and unfortunately for the Petitioners the same agreement dated 30-7-1996 marked as Ex.M6 herein, was discussed by the Orissa High Court in OJC No. 9039 of 1997 (WP) and batch, which was to lapse on 31-3-1997. Wherein it was held "the currency of the arrangements made on the basis of the unknwn decisions/ settlements has come to an end on 31-3-1997. It is pleaded by the Petitioner that the modalities may be followed in future though new norms have not been fixed. We do not think it necessary to go into the importecial persons." Against which SLP was filed in the SC which dismissed saying the SLP is dismissed on merits. In fact, all these references or 2(A)(2) are about their termination. For example the reference is "Whether the action of the management of State Bank of India, Local Head office, Hyderabad in terminating the services of Sri P. Anil Kumar, Temporary/ Non-Messenger, STATE BANK OF INDIA w.e.f. 31-3-1997 is justified or not? If not, what relief the applicant is entitled ?". Actually if they had any grievance that the bank had agreed vide minutes of conciliation proceedings dated 9-6-1995, vide Ex.M5, they should have approached conciliation officer raising a dispute that no joint committee was constituted to review the existing norms and reach a fresh settlement which will come into effect from 1-4-1997. As the Hon'ble High Court of Orissa also stated in the end of the Judgment, it goes without saying if the Petitioners feel aggrieved about the norms when communicated, the same can be questioned before the appropriate forum/ authority. The reference here is whether termination is justified or not.

I have given serious thoughts as it involves about 700 persons their families and also a human problem although one may feel much by the number of persons involved and the great expectations raised but justice has to be rendered as per law. Therefore in view of the Judgment of the High Court of the Orissa confirmed by

the Hon'ble Supreme Court on merits when the SLP was dismissed on merits, I have no option but to hold the termination of services of Sri Anil Kumar, Shri LVV Anjaneyulu and 181 others w.e.f. 31-3-1997 is justified and the Petitioners are not entitled to any relief.

Before parting with the case, I feel it apt to direct the Respondent "which is State under article 12 of the Constitution of India" to take into consideration the plight of the poor employees who are temporary dailywages/casual labourers and provide them suitable avenues depending upon the vacancy position without going into the technicalities of the expiry of the term of settlement as justice always be tempered with mercy. I was constrained to follow the settled law position, but my conscience prompted me to issue the above directions, which I hope and trust will be honoured by the Respondent bank. While so considering, the age restriction as also sponsoring through Employment Exchange may have to be relaxed on equitable grounds as the above category employees have spent long time with the Respondent with a fond hope of regularization of their services.

As I have to follow the settled law & the position in which I found myself while delivering this award it prompted me to describe the condition of these petitioners as depicted in the poem of Faiz Ahmed Faiz quoted at the beginning of the Award.

Typed by LDC to my dictation, corrected and pronounced by me on this the 17th day of May, 2005.

E. ISMAIL, Presiding Officer

Appendix of Evidence

WW 1 : LVV Anjaneyulu
WW 2 : S Vishwa Mohan Rao
WW 3 : Kodi Veera Raghava
WW 4 : K Ratna Raju
WW 5 : T Surender Kumar
WW 6 : M Laxminarayana
WW 7 : PGV Subashana Rao
WW 8 : M Babu Rao
WW 9 : RTV Ramana Rao
WW 10 : S Nageshwar Rao
WW 11 : I Nookaiah
WW 12 : N Varaha Murthy
WW 13 : AV Gangadharan
WW 14 : P Venkata Ramana
WW 15 : Md. Sayeed
WW 16 : T Tayara Rao
WW 17 : Y Simhachalam
WW 18 : Smt. P Chinnammi
WW 19 : A Krishnaveni
WW 20 : A Subba Rao
WW 21 : B Venkata Rao
WW 22 : B Ramakrishna

WW 23 : P Kameshwar Rao
WW 24 : Y Satyam
WW 25 : Ch Narayana Swamy
WW 26 : R Venkateshwar Rao
WW 27 : DNS Prakasha Rao
WW 28 : U Satyanarayana
WW 29 : B Salmon Raju
WW 30 : U Moshi
WW 31 : P Varaprasad
WW 32 : M Suvarna Raju
WW 33 : Shaik Galib
WW 34 : V Hari Hara Prasad
WW 35 : K Appa Rao
WW 36 : D Simhachalam
WW 37 : D Lakshmana Rao
WW 38 : B Appa Rao
WW 39 : A Kanaka Raju
WW 40 : D Chanti Babu
WW 41 : I Appala Raju
WW 42 : G Srinivas
WW 43 : V Ganapati Rao
WW 44 : G Kalyana Chakravarti
WW 45 : P Srinivas Rao
WW 46 : Ram Gopal
WW 47 : Siva Koti Rama Rao
WW 48 : R Ganapati Rao
WW 49 : P Maheshwar Rao
WW 50 : P Nageshwar Rao
WW 51 : B Sankara Rao
WW 52 : Chaviti Neelaya
WW 53 : Kumar Swamy
WW 54 : P Yakasi
WW 55 : Y Ramana
WW 56 : T Uma Sankar Rao
WW 57 : D Rama Rao
WW 58 : K Satyanarayana
WW 59 : KV Ramakrishna
WW 60 : L Bodiyya
WW 61 : S Eshwar Rao
WW 62 : P Atchibabu
WW 63 : G Simhachalam
WW 64 : Y Pydi Raju
WW 65 : T Gowarayya
WW 66 : Jaya Rao
WW 67 : S Appala Naidu
WW 68 : C Ramakrishna
WW 69 : P Ramakrishna
WW 70 : K Tirumala Rao
WW 71 : S Samson

WW 72 : M Gowraiah
 WW 73 : D Y Naidu
 WW 74 : B Neelam Naidu
 WW 75 : K Laxminarayana
 WW 76 : M Prasad Rao
 WW 77 : G David Raju
 WW 78 : B Laxminarayana Rao
 WW 79 : J Balaram
 WW 80 : P Jagadeeshwar Rao
 WW 81 : G Sobhan Babu
 WW 82 : M Ramakrishna
 WW 83 : Chenna Srinivas
 WW 84 : Madhusudan Rao
 WW 85 : M Suryanarayana
 WW 86 : Rapaka Moshi
 WW 87 : Dake Prasad
 WW 88 : Keta Venkata Ramana
 WW 89 : P Kesava Satya Prasad
 WW 90 : E Kondaiah
 WW 91 : P Venkata Rao
 WW 92 : M Vijaya Kumar
 WW 93 : B Yesu Babu
 WW 94 : S Sankar Rao
 WW 95 : P Ramana
 WW 96 : N Venkata Ratnam
 WW 97 : Ch Venkat Rao
 WW 98 : Kona Ramu
 WW 99 : S Krishna
 WW 100 : S Kanaka Rao
 WW 101 : A Srinivas Rao
 WW 102 : V Srinivas Rao
 WW 103 : S Jaya Ram
 WW 104 : K Satyanarayana
 WW 105 : S Jayanath Rao
 WW 106 : P Ramu
 WW 107 : P Uma Maheswara Rao
 WW 108 : JV Bhagwanth Rao
 WW 109 : B Ganesh Kumar
 WW 110 : R Ramesh
 WW 111 : A Appala Swamy
 WW 112 : P Uma Maheswara Rao
 WW 113 : Y Nagaraju
 WW 114 : Ch V Rama Rao
 WW 115 : Ch Venkat Ramana
 WW 116 : S Jagannadha Rao
 WW 117 : N Sita Ram Babu
 WW 118 : P Nageshwar Rao
 WW 119 : V Ramachandra Raju
 WW 120 : OY Venkaiah

WW 121 : K Yacob Raj
 WW 122 : B Lakshmi
 WW 123 : Saikrishna Reddy
 WW 124 : M Sri Anjaneyulu
 WW 125 : G Simmayya
 WW 126 : K Prasad Rao
 WW 127 : B Satyanarayana
 WW 128 : V Krishna Rao
 WW 129 : B Mutyala Rao
 WW 130 : T Nageshwar Rao
 WW 131 : Y Dandasi
 WW 132 : R Bhaskara Rao
 WW 133 : K Appa Rao
 WW 134 : G Srinivas Rao
 WW 135 : P Ratna Raju
 WW 136 : S Bala Satyanarayana
 WW 137 : K Chandra Kumar
 WW 138 : Ch Stalin Babu
 WW 139 : B Rama Rao
 WW 140 : P Bhaskar Rao
 WW 141 : K Vijaya Kumar
 WW 142 : M Venkateshwar Rao
 WW 143 : GV Ramachandra Rao
 WW 144 : V Durga Prasad
 WW 145 : G Neelaiah
 WW 146 : B Rama Rao
 WW 147 : K Mahankali
 WW 148 : K Venkata Rao
 WW 149 : G Ramu
 WW 150 : P Danumaiah
 WW 151 : K Venkata Ratnam
 WW 152 : V Bala Raju
 WW 153 : P Yacob
 WW 154 : M Ramakrishna
 WW 155 : K Chitti Babu
 WW 156 : K Atchayya
 WW 157 : K Nageshwar Rao
 WW 158 : A Babi Raju

Documents marked for Petitioners

Ex W1: Service Certificate
 Ex W2: Notification of the Bank
 Ex W3: Interview Call Letter
 Ex W4: Empanel list
 Ex W5 to W 166 are Service Certificates

Documents marked by Management

Ex M1: The statement showing the No. of days each Petitioner worked during relevant period.
 Ex M2: Printed Book containing settlement between the staff federation and Management.

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3535.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 25/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2005 को प्राप्त हुआ था।

[सं. एल-12011/297/2003-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure, in Industrial Dispute between the employers in relation to the Management of Bank of Baroda, and their workmen, which was received by the Central Government on 13-9-2005.

[No. L-12011/297/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR

Case No. CGIT-25/2004.

Reference No. L-12011/297/2003-IR. (B-II)

The Regional Secretary,
Bank of Baroda Karamchhari Union, Rajasthan,
C/o BOB, D-38 A, Ashok Marg, C-Scheme,
JaipurApplicant

VERSUS

1. The Zonal Manager,
Bank of Baroda,
Zonal Office,
4th Floor, Anand Bhawan,
Sansar Chandra Road, Jaipur.

2. The Assistant General Manager,
Bank of Baroda,
Zonal Office,
4th Floor, Anand Bhawan,
Sansar Chandra Road,
JaipurNon-applicants

PRESENT:

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. Rajendra Arora.
For the non-applicants : Sh. T.P. Sharma.
Date of Award : 29-7-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections-1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Bank of Baroda in imposition of punishment of reduction of pay by one stage is legal and justified? If not, what relief is the concerned workman entitled to?"

2. It transpires from the record that Smt. Lata Kala, who is working as the Cashier-cum-Clerk in the Nehru Place branch of Bank of Baroda at Jaipur, was chargesheeted on 8-2-2002 and on conclusion of the enquiry against her, she was punished vide order dated 4-1-2003 with reduction of one stage in the basic wages of scale of pay with cumulative effect. She preferred an appeal which was dismissed vide order dated 22-3-2004 passed by the appellate authority. The applicant-union in its claim statement has assailed the punishment order by stating that the alleged misconduct could not be proved against the workman.

3. The non-applicants in their written counter have supported the said punishment order passed against the workman by stating that the misconduct was proved against the workman and the punishment imposed on her is justified.

4. I have heard both the parties and have gone through the record.

5. The Ld. representative for the workman contends that the workman had furnished a guarantee in favour of her close relative and after payment of certain instalments, the account became non-performing asset (for short, NPA). His further submission is that there were three parties in this case, the lending institution, the borrower and the guarantor. In ordinary course of business when account becomes NPA, the bank should initiate the recovery process against the principal borrower. But there is no provision in the bank service rules for a guarantor that in case of NPA, the initiation of action against him will be required. The lending institution had written the letters to the non-applicant bank to recover the amount from the workman. The Ld. representative further submits that charge number 1 framed in this regard has not been found proved by the Enquiry Officer and charge number 2 has been found proved against the workman, but the Enquiry Officer has not quoted any act which can be termed as acting prejudicial to the interest of the bank.

6. Per contra, the Ld. representative for the bank contends that both the charges were found proved against the workman, who was punished by the disciplinary authority and in appeal, her punishment was upheld by the appellate authority. His submission is that in the bank

services integrity and honesty of the employee is required and it is evident from the entire proceedings of the enquiry that ample opportunity was given to the workman to rebut the charges and the punishment inflicted upon the workman is justified.

7. I have bestowed my thoughtful consideration to the rival contentions and have gone through the record.

8. Chargesheet dated 8-2-2002 reads that without obtaining the permission from the bank, the delinquent signed an agreement on 14-10-98 with State Bank of Bikaner & Jaipur, Jawahar Nagar Branch at Jaipur as a guarantor to a loan of Rs. 104000/- availed by her relative. This amount when considered in aggregate to outstandings of various staff loan accounts in your name, comes to a very excessive side. It further says that this loan account has turned to NPA and the liability of the guarantor co-stands with that of borrower. On these facts, two charges were levelled against her,

- (i) Incurring debts to an extent considered by the management as excessive [Clause 19.7(1) of BPS]
- (ii) Doing an act prejudicial to the interest of the bank [Clause 19.5 (J) of BPS]

9. The Enquiry Officer in his report has concluded that charge no. 1 is not found proved against the delinquent. But with regard to charge no. 2, he has noted as below :—

“As the P.O. has argued it is true, because of constant follow up by the authorities of State Bank of Bikaner & Jaipur with our Bank's authorities it had adversely affected image and reputation of our Bank and its employees and thus her deeds are acts prejudicial to the interest of the Bank.”

10. On this finding the Enquiry Officer has concluded that charge no. 2 has been found to be proved against the workman.

11. The disciplinary authority in his order dated 4-1-2003 and the appellate authority in his order dated 22-3-2003 has recorded the same conclusion. The appellate authority in his order has noted that “it is clear that one of the charges levelled against the appellant in chargesheet dated 8-2-2002 stands proved”

12. On a careful examination of the record, it appears that charge no. 1, which was the prime allegation against the workman, could not be found proved against her and it appears that the authorities of State Bank of Bikaner & Jaipur had written letter to the authorities of Bank of Baroda for persuading the workman to repay the outstanding in the aforesaid loan as a guarantor. Thus it was a part of charge number 1 framed against the workman delinquent. Therefore, on the same score, charge no. 2 cannot be presumed to be proved against the workman and the finding recorded by the Enquiry Officer is perverse on this account. Besides it, the Enquiry Officer has not cited or enumerated

any act of the workman delinquent on which charge can be considered to be proved against her under this Clause. As such, I find considerable force in the submission advanced on behalf of the workman that the Enquiry Officer in his finding with regard to charge no. 2 has not quoted any act of the delinquent which can be termed as acting prejudicial to the interest of the bank.

13. Accordingly, the findings recorded by the Enquiry Officer on charge number 2 being perverse cannot be upheld and the workman deserves to be exonerated of the misconduct levelled against her under Clause 19.5(J) of the BPS. The punishment orders dated 4-1-2003 and 22-3-2003 cannot be termed as justified and legal in view of the aforesaid discussion.

14. In consequence, the reference is answered in the affirmative in favour of the applicant union and against the management of Bank of Baroda and it is held that the imposition of punishment of reduction of pay by one stage passed against the workman Smt. Lata Kala is illegal and unjustified, which is quashed accordingly. The workman would be entitled to all the legal benefits which are admissible to her, as if the said order of punishment was not passed against her. An award is passed in these terms accordingly.

15. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 11/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2005 को प्राप्त हुआ था।

[सं. एल-12011/101/2002-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure, in Industrial Dispute between the employers in relation to the Management of Bank of Baroda, and their workmen, which was received by the Central Government on 13-9-2005.

[No. L-12011/101/2002-IR (B-II)]

C. GANGADHARAN, Under secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR****Case No. CGIT-11/2004.****Reference No. L-12011/101/2002-IR. (B-II)**

All Bank Safai Karmachari Sangh,
Through the President, Central Bank of India,
Near AIR, M.I. Road,
Jaipur.

.....Applicant Union

VERSUS

1. Bank of Baroda,
Through General Manager,
Head Office, Mandvi (Gujarat).
2. The Assistant Manager,
Bank of Baroda, Regional Office,
Anand Bhawan,
Sansar Chandra Road,
Jaipur.

.....Non-applicants

PRESENT:

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. Mahesh Kr. Ved &
S. Neeraj Bhatt.
For the non-applicants : Sh. Tej Brakash Sharma.
Date of award : 12-08-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections-1 and 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Bank of Baroda in not regularizing the services of the disputant Smt. Vimla Devi a part-time Safai Karmachari and not granting her benefit of regular pay scale of the post is legal and justified? If not, what relief is the disputant is entitled to?"

2. The applicant-union has pleaded in its claim statement that its member Smt. Vimla Devi is working as a permanent part-time sweeper since 25-11-1993 at the extension counter of the non-applicant Bank. Jhalana, establishment, Jaipur, who finds place at serial number 6 in the seniority list of sweepers maintained by the non-applicant bank. As per the rules/norms, the part-time employees are regularized and granted regular pay-scales in phased manner according to their seniority. However, the junior persons Shri Raghuvir and Shri Sunil Kumar were regularized and granted regular pay-scale of the post of sweeper, but the workman was deprived of these benefits. She made a representation on 12-9-1997 to the Branch Manager but no action was taken in its response and ultimately an industrial dispute had to be raised by the

applicant-union before the Assistant Labour Commissioner (C). The applicant-union has further stated that the workman has priority right to be considered for regularisation and for grant of regular pay-scale in comparison to her junior. It has urged that the workman may be considered for regularisation to the post of sweeper from the date when her next junior has been regularized and the regular pay scale of the post of sweeper be granted to her accordingly.

3. Resisting the claim, the non-applicants in their written counter have averred that the workman is not entitled to get any relief as the service conditions extended to her is in conformity with the provisions of the standing order/bipartite settlement. It is further stated that she is not working as permanent part-time sweeper, but she is engaged on contractual basis and the regularisation of the daily rated employees is accomplished as per the norms and schemes fixed by the bank. Since, the workman is working for the time being for a few hours in a day she is not entitled to the regular pay-scale of the post of sweeper as she is not discharging the same duties and responsibilities which are being discharged by the regular employees of the bank. They have further added that unless the workman fulfils the requisite qualifications as much as criteria fixed by the bank she is not entitled to get the right of regularisation. It has been denied on the part of non-applicants that any junior person to the workman has been regularized on the respective post.

4. On pleadings, the following points for determination were framed :—

- (i) Whether the disputant Smt. Vimla Devi is entitled for regularisation of her service and for the benefit of regular pay-scale of the post?
- (ii) Relief, if any

5. In the evidence, the applicant-union has submitted the affidavit of WW-1 Smt. Vimla Devi and fit the rebuttal the counter affidavit of Shri Subhash Chandra Garg, the incharge of extension counter, Jhalana Doongari was brought on the record. Both the witnesses were cross-examined by the respective opposite representative. The applicant-union has also led the documentary evidence, whereas the non-applicants have chosen not to bring any documentary evidence on the record.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I

7. The Id. representative for the workman contends that the disputant is working more than 29 hours per week, who is entitled to get full-scale wages and that the junior persons to him were regularized in the services, as such, she is also entitled for her regularisation in the service. Countering this submission, the Id. representative for the non-applicants contends that the workman in her applications Ex. W-1 to Ex. W-3 has not mentioned that

she was working more than 29 hours per week and she is working only 15 to 30 minutes a day. The ld. representative has also denied that the junior persons to her were regularized.

8. I have given my thoughtful consideration to the rival contentions.

9. The applicant-union has sought two reliefs; firstly, the regularisation of service of its member Smt. Vimla Devi and, secondly, for providing the benefit of regular pay-scale of the post.

10. To substantiate the plea that the workman is qualified for regularisation of her service, it has been contended that her name figures at serial no. 6 of the seniority list prepared by the management. Further, it has been contended that the junior persons to her have been regularized in the service whereas she has not been provided this benefit and the junior persons are named as Raghuvir, posted in Power House Branch, Jaipur as well as Sunil Kumar, posted in Station Road Branch, Police Line, Jaipur. It has also been contended that both these persons have been granted the full salary.

11. The applicant-union has placed on record the documents Ex. W-4 to support this submission, which is a memorandum of understanding arrived at between the management of Bank of Baroda, Jaipur and its staff union during the conciliation proceedings before the Assistant Labour Commissioner (C), Jaipur whereby certain casual workers were absorbed as sweeper in the distinct pay scales. But his conciliation proceeding does not contain the names of Raghuvir or Sunil Kumar to suggest that these were also absorbed in the services of the bank. Thus, the applicant-union has failed to bring on record any documentary evidence which could lead to infer that the junior persons to the workman were absorbed in the services of the bank.

12. Coming to the next question, the applicant-union has exhibited 3 applications which were presented before the bank authorities by the workman. Ex. W-1, applications dated 12-9-1997 bears the signature of the workman which says that she is working for the last 4 years in the extension counter through the contractor and is paid Rs. 120/- per month which should be increased. Her another application is Ex. W-2 dated 14-12-2000 wherein she has stated that she is getting Rs. 740/- consolidated wages per month which may be hiked and she ranks first in the seniority list. In the third applications, Ex. W-3 dated 28-3-2003 she has demanded that the adequate pay-scale should be provided to her and has also requested that her services may be transferred to the Malviya Nagar Branch. It flows from the aforesaid applications that initially she was getting consolidated wages Rs. 120/- per month as a part-time sweeper, which was ultimately raised to the tune of Rs. 740/- per month.

13. It has been contended on behalf of the applicant union that the workman was performing for more than 29 hours per week which entitles her to get the full scale wages in accordance with the 5th Bipartite settlement (for short, "BPS"). It has been controverted on behalf of the bank by contending that she is working nearly half an hour a day and is not entitled for the full-scale wages.

14. The 5th BPS lays down that if the normal total working hours per week of the part-time employees are beyond 29 hours, full-scale wages would be granted to him.

15. In the claim statement, the applicant-union has put forward a plea that the workman was performing her duties from 9 A.M. to 2 P.M. in the office and was cleaning the carpet area of more than 1500 sq.ft. This fact has been reiterated by the workman in her affidavit and in the cross-examination she has also stated that she is working from 9 A.M. till 2 P.M. per day in the office. Contrary to it, the case of the bank is that the workman is working from 9.30 A.M. to 9.45 A.M. per day. There is no documentary evidence available on this fact, but it is evident that the union has based the plea of nearly 5 hours per day performance of the workman on account of the carpet area exceeding more than 1500 sq. ft. for which no measurement could be brought on the record by Union and add to it, in none of her letters the claimant has mentioned this fact. Thus, the logic cited by the Union behind this plea of performing the duty beyond 29 hours per week on the basis of carpet area, which has been categorically denied on behalf of the bank, is neither supported by any documentary evidence, nor by the letters addressed by the workman to the bank. Significantly, the letter Ex. W-3 containing the request of the workman for her transfer from extension counter to the Malviya Nagar Branch fortifies the contention advanced on behalf of the bank that she wanted her transfer to Malviya Nagar Branch to establish her claim for full-scale wages. As such, the submission advanced on behalf of the applicant-union that the disputant is working in the extension counter beyond 29 hours per week cannot be accepted being exaggerated one.

Relief :—

16. For the forgoing reasons, the union has failed to establish that the workman is entitled for regularisation of her service and to get the full-scale wages.

17. Consequently, the reference is answered in the negative in favour of the Bank of Baroda and against the Union and it is held that the action of the management in not regularizing the services of the disputant Smt. Vimla Devi, part-time Safai Karamchhari and not granting her benefit of regular pay-scale of the post is legal and justified. An award is passed in these terms accordingly.

18. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act

R. C. SHARMA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 49/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-2005 को प्राप्त हुआ था।

[सं. एल-12011/81/2004-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2004) of the Central Government Industrial Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in Industrial Dispute between the Management of Bank of Baroda, and their workman, received by the Central Government on 13-9-2005.

[No. L-12011/81/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-49/2004.

Reference No. L-12011/81/2004-I.R. (B-II)

The Regional Secretary,
Bank of Baroda Karamchhari Union, Rajasthan,
C/o BOB, D-38 A, Ashok Marg, C-Scheme,
JaipurApplicant

Versus

The Deputy General Manager,
Bank of Baroda,
Anand Bhawan, 4th Floor,
Sansar Chandra Road,
JaipurNon-applicants

PRESENT:

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. Rajendra Arora.
For the non-applicants : Sh. T.P. Sharma.
Date of award : 29-7-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections-1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

“Whether the action of the management of Bank of Baroda, Jaipur awarding punishment of bringing down four stage in the pay scale of Shri D.S.Bhadoria EC No. 37787 and debarring from all special

allowances permanently vide order dated 5-2-2003 is justified? If not, what relief the concerned workman is entitled to and from which date?”

2. The applicant-union while assailing the punishment order dated 5-2-2003 passed against its member Sh. D.S.Bhadoria, the workman, Cashier-cum-Clerk, has pleaded, *inter alia*, in its claim statement that the charges levelled against the workman vide chargesheet dated 23-5-2002 are groundless, that the enquiry was conducted against the principles of natural justice and that the findings arrived at by the Enquiry Officer are arbitrary. The Union has further stated that the punishment order passed by the disciplinary authority is illegal and has also further challenged the order dated 26-3-2003 passed by the appellate authority. The Union has urged that the punishment orders dated 5-2-2003 and 26-3-2003 be declared as unjustified and illegal and it may further be declared that the workman is entitled to get all those benefits, which he could not get on account of the punishment order.

3. The non-applicant resisting the claim of the applicant-union has averred in his written counter that the enquiry was conducted by the Enquiry Officer following the principles of natural justice, that the charges levelled against the workman were found proved against him, that the punishment order passed by the disciplinary authority is just and legal and that the appellate authority has correctly modified the punishment order subsequently.

4. In the rejoinder, the applicant-union has reiterated the facts as stated in its claim statement.

5. I have heard both the parties and have Scanned the enquiry record.

6. The Id. representative for the Union contends that the workman in his travelling expenses bill had inadvertently mentioned the date of journey by Rajdhani Express from Delhi to Howrah as 23-3-98, whereas he had in fact undertaken the journey from Delhi to Howrah by Rajdhani Express on 22-3-98. His submission is that as per the rules, the mention of PNR/Ticket number in the bill was sufficient to receive the reimbursement of LFC bill and later on he had also submitted the train ticket bearing the same PNR number, which he had mentioned in the bill. As such, no excess payment was obtained by the delinquent. His next submission is that so far as taking 15 days more leave encashment is concerned, the defence representative had sought a copy of the application vide which the delinquent had requested for leave encashment in the year 1999, which could not be provided to him despite the direction issued by the Enquiry Officer. He, therefore, submits that the delinquent had not intentionally requested for claiming 15 days' more leave encashment. Lastly, the Id. representative has assailed the punishment order on the ground that the appellate authority vide its order dated 30-7-2004 has received his earlier order dated 26-3-2003 in the absence of any provision in law.

7. In response, the Id. representative for the bank contends that the workman had travelled by Rajdhani Express for which he was not entitled and had obtained 15 days' excess leave encashment, which was granted on his application. The Id. representative has also contended that the appellate authority is competent to review his own order.

8. I have bestowed my thoughtful consideration to the rival contentions and have gone through the record.

9. The chargesheet dated 23-5-2002 reads two charges against the workman as below :—

(i) That after obtaining the permission you had availed the LFC from 22-3-98 to 10-4-98 and you claimed in your TA Bill that the journey was undertaken by you on 23-3-98 by train number 2302. Rajdhani Express running from Delhi to Howrah. But you did not submit your journey ticket along with your bill and you had taken the reimbursement worth Rs. 14557 from the office. Subsequently, during the personnel audit it was found that the Rajdhani Express did not run between Delhi and Calcutta on 23-3-98. Thus, you had deliberately submitted a wrong claim of Rs. 8215/- before the bank and you had fraudulently received the said amount.

(ii) That as per the details shown in the table you had deliberately obtained the excess leave encashment for 15 days against the bank rules.

10. At first, I proceed to examine the findings down by the Enquiry Officer with regard to the first charge. The charge levelled against the workman is that he had submitted a TA Bill before the bank wherein he had exhibited that he had undertaken the journey on 23-3-98 by the Rajdhani Express, whereas on 23-3-98 this train did not run between Delhi to Calcutta. The defence adopted by the workman is that he had mentioned the PNR number in his bill as required by the concerned rules but inadvertently the journey date was mentioned as 23-3-98 instead of 22-3-98.

11. There is no dispute that the workman had mentioned the PNR number in his journey bill and the Ld. representative has taken me through the memorandum of settlement dated 10-4-2002 wherein in the chapter 17 titled "Leave fare concession" its clause 17.21. lays down that a workman may be reimbursed as per his entitlement the amount of expenses incurred by him for LFC on producing satisfactory evidence of the actual expenditure incurred by way of tickets/money receipt/PNR number/train number, date of journey, etc. In compliance of this clause, it appears that the workman had submitted his TA Bill mentioning therein the PNR number. Apart it, the workman during the course of the enquiry had also submitted his railway ticket Ex. DE-21, whereby he had undertaken his journey on 22-3-98 from New Delhi to Howrah by Rajdhani Express. The expenditure incurred by him in this journey was also reimbursed to him. It, therefore, flows from the aforesaid facts that the delinquent had undertaken the journey by the Rajdhani Express on 22-3-98 and mentioning of the journey date as 23-3-98 instead of 22-3-98 occurred inadvertently. Hence, the finding arrived at by the Enquiry Officer that he had obtained the reimbursement fraudulently by stating in the TA Bill that he had undertaken the journey by the Rajdhani Express, is clearly contrary to the record and no reasonable person could have arrived at this finding on these facts.

12. Now, I will dwell on the next charge levelled against the workman pertaining to the payment of the excess leave encashment of 15 days. It has been alleged on behalf of the bank that the workman had wrongly claimed 15 days more leave encashment by submitting his application before the bank. MW-I NK Jain was examined on this point by the management, who has not exhibited the application of the workman which is stated to have been submitted by him for the leave encashment before the bank. It is further revealed that the defence representative had filed an application Ex. DE-1 before the Enquiry Officer seeking a copy of the application submitted by the workman for his leave encashment. On submission of this application, the Presenting Officer had addressed a letter Ex. ME-17 to the Branch Manager, Alwar instructing him to transmit this application to him for placing it before the Enquiry Officer. In response, the letter of the Branch Manager, Alwar Ex. ME-18 was placed on the enquiry record which says that the voucher vide which the advance amount for journey was sanctioned to Sh. D.S. Bhadoria has been deemed to be his application for leave encashment. This letter indicates that the delinquent had never submitted any application for leave encashment before the bank authorities and it is manifestly clear that the document which has been alleged to be the basis of the allegation could not be brought out on the record by the management to prove the motive of the delinquent and the finding reached at by the Enquiry Officer is contrary to the record and is perverse, which cannot be sustained.

13. The third contention canvassed on the behalf of the Union is that the order dated 30-7-2004 passed by the appellate authority is illegal since the appellate authority has no power to review his own order. The Ld. representative in support of his submission has relied upon 2005 (1) SCT 520.

14. The disciplinary authority vide his order dated 5-2-2003 has inflicted the punishment of bringing down workman's basic wages by four stages in the scale of pay and has debarred him from all the special allowances permanently. The appeal preferred by the delinquent before the appellate authority was rejected vide his order dated 26-3-2003, upholding the punishment order dated 5-2-2003. But subsequently the appellate authority vide his order dated 30-7-2004 has observed that his previous order dated 26-3-2003 read with the order of the disciplinary authority dated 5-2-2003 is not in conformity with the provisions of the Bipartite Settlement and has substituted the punishment as "basic pay to be brought down to lower scale of pay by two stages". Thus the appellate authority has suo motto reviewed his own order and it is well-settled law that the appellate authority has no power to review his own order. The submission canvassed on behalf of the Union on this point is strengthened by the decision supra.

15. Furthermore, the punishment order dated 5-2-2003 passed by the disciplinary authority has imposed the punishment on the workman by bring down his basic wages by four stages in the scale of pay. Para 6 of Bipartite Settlement dated 10-4-2002 prescribes the penalties for gross misconduct and its sub clause (g) lays down that the delinquent be brought down to lower stage in the scale of

pay up to a maximum of two stages. As such, the disciplinary authority was not legally competent to inflict the impugned punishment on the delinquent which deserves to be quashed on this count too.

16. For the forgoing reasons, the impugned punishment order cannot be maintained.

17. In the result, the reference is answered in the affirmative in favour of the applicant-union and against the management of Bank of Baroda and it is held that the order dated 5-2-2003 awarding the punishment of bringing down four stages in the pay scale of the workman Sh. D.S. Bhadoria and debarring him from all the special allowances permanently is unjustified. The workman is entitled to all the benefits which were admissible to him, as if the said order was not passed against him. An award is passed in these terms accordingly.

18. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 72/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/83/2005-आई.आर. (विविध)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2004) of the Central Government Industrial Tribunal-Labour Court, Ahmedabad as shown in the Annexure, in Industrial Dispute between the employers in relation to the Management of O.N.G.C. Ltd. and their workman, which was received by the Central Government on 30-8-2005.

[No. L-30025/83/2005-IR (Misc.)]

C. GANGADHARAN, Under Secy.
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AT AHMEDABAD**

Present: Shri B. I. Kazi B. Sc., L.L.M. Presiding Officer
Com. C.G.I.T.A No. 72/04 In Reference No. C.G.I.T.A.
No. 201/04

(Old Com. No. 26/03 in Reference (I.T.C.) No. 120/99)

M.T. Patel
C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384002.Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehradun-248003.

....Opponent

APPEARANCES:

Complainant : Sh. R.C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who complete six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R. & P. rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R. & P. rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R. & P. rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The oponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the men reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subjectmatter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference.

The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R. & P. regulations and the union is not recognized union and their union has not a legal right to say anything about R. & P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication of representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R. & P. policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6 this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject-matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Ahmedabad

Date: 17-01-05

B. I. KAZI, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 73/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/84/2005-आई आर(विधि)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 73/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited and their workman, which was received by the Central Government on 30-8-2005.

[No. L-30025/84/2005-IR(Misc.)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT AHMEDABAD

PRESENT:

Shri B.I. Kazi B.Sc. L.L.M. Presiding Officer

Com. C.G.I.T.A. No. 73/04 In Reference No. C.G.I.T.A.
No. 201/04

(Old Com. No. 27/03 in Reference (I.T.C.) No. 120/99)

D.B. Vasava

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384002

... Complainant

V/s.

The Director (Personnal/HR),
ONGC Ltd, Telbhavan,
Dehradun-248 003.

.... Opponent

APPEARANCES

Complainant : Shri R. C. Shukla

Opponent : Shri K.V. Gadha

ORDER

1. The complainant has filed this complaint Under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R&P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R&P rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R&P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15/05/2002 a copy is enclosed as Annexure "B" Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I. D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R. & P. rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R&P regulations and the union is not recognized union and their union has not a legal right to say anything about R&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6, it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R&P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

B.I. KAZI, Presiding Officer

Ahmedabad.

Date 17-01-05

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 74/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/85/2005-आई आर (विविध)]
सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 74/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited and their workman, which was received by the Central Government on 30-8-2005.

[No. L-30025/85/2005-IR(Misc)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

PRESENT:

Shri B.I. Kazi, B.Sc., L.L.M., Presiding Officer

Com. C.G.I.T.A. 74/04 In Reference No. C.G.I.T.A. No. 201/04

(Old Com. No. 28/03 in Reference (I.T.C.) No. 120/99)

B.D. Patel

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384002

....Complainant

V/s.

The Director (Personnal/HR),
ONGCLtd, Telbhavan,
Dehradun-248003.

....Opponent

APPEARANCES:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint Under Section 33A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy. in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action modifying R&P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R&P Rules

without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R&P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15/05/2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R&P of rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the Discussion for changing the R&P regulations and the union is not recognized union and their union has not a legal right to say anything about R&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R&P.

policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6 this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Ahmedabad.

Date 17/01/05

B.I. KAZI, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.अ. 3541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रय न्यायालय, अहमदाबाद के पंचकट (संदर्भ संख्या 75/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/86/2005-आई.आर. (विनिमय)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited and their workman, which was received by the Central Government on 30-08-2005.

[No. L-30025/86/2005-IR(Misc)]

C. GANGADHARAN, Under Secy

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

PRESENT:

Shri B.I. KAZI B.Sc. L.L.M., Presiding Officer

Com. C.G.I.T.A. 75/04 in Reference No. C.G.I.T.A. No. 201/04

(Old Com. No. 29/03 in Reference (I.T.C.) No. 120/99)

G.K. Khant

C/o ONGC Electrical & Allied Staff Association,
19, Pushpkunj Society, Near Sahkar Nagar,
Mahesana-384002

....Complainant

V/s.

The Director (Personnel/HR),
ONGC Ltd, Telbhavan,
Dehrandun-248003.

....Opponent

Appearances :

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complain under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R&P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R&P Rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R&P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15/05/2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R & P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension-assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there

will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R&P regulations and the union is not recognized union and their union has not a legal right to say anything about R&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R&P policy. Not only that the opponent has not committed any breach of section 33. Thus there is no violation of section 33 of the Industrial Disputes Act by the opponent. Looking to the Ex. 6 this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Ahmedabad.

Date 17/01/05

B.I. KAZI, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3542.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 76/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/87/2005-आई.आर. (विविध)]
सी. गंगाधरन, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/04) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited and their workman, which was received by the Central Government on 30-08-2005.

[No. L-30025/87/2005-IR(Misc)]

C. GANGADHARAN, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, AT
AHMEDABAD

PRESENT:

Shri B.I. Kazi B.Sc. L.L.M. Presiding Officer
 Com. C.G.I.T.A. 76/04 In Reference No. C.G.I.T.A.
 No. 201/04

(Old Com. No. 30/03 in Reference (I.T.C.) No. 120/99)

A.G. Patel

C/o ONGC Electrical & Allied Staff Association,
 19, Pushpkunj Society, Near Sahkar Nagar,
 Mahesana-384002Complainant
 V/s.

The Director (Personnel/HR),
 ONGCLtd, Telbhavan,
 Dehrandun-248003.Opponent

Appearances:

Complainant : Shri R. C. Shukla

Opponent : Shri K. V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Dispute Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R&P rules for electrical category and the service condition should not be change till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R&P Rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R&P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is prayed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R&P rules for electrical category workman without the consent of Electrical & Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not

maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of Section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complaint. The management calls recognized unions and ASTD for the discussion for changing the R&P regulations and the union is not recognized union and their union has not a legal right to say anything about R&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed off accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R&P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of Section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6 this complaint become infructuous and does not survive in law. Hence I pass the following order :

ORDER

In view of the fact of Ex. 6 the parties have amicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed off. No order as to cost.

Ahmedabad.

B.I. KAZI, Presiding Officer

Date 17-01-05

नई दिल्ली, 14 सितम्बर, 2005

का.आ. 3543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 77/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-8-2005 को प्राप्त हुआ था।

[सं. एल-30025/88/2005-आई.आर. (विविध)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 14th September, 2005

S.O. 3543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 77/04)

of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O.N.G.C. Limited and their workman, which was received by the Central Government on 30-08-2005.

[No. L-30025/88/2005-IR(Misc)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT:

Shri B.I. KAZI B.SC. L.L.M., Presiding Officer

Com. C.G.I.T.A. No. 77/04 in Reference No. C.G.I.T.A. No. 201/04

(Old Com. No. 31/03 in Reference (I.T.C.) No. 120/99)

G.R. Bhavsar

C/o ONGC Electrical & Allied Staff Association,

19, Pushpkunj Society, Near Sahkar Nagar,

Mahesana-384 002

....Complainant

V/s.

The Director (Personnel/HR),

ONGC Ltd., Telbhavan,

Dehrandun-248 003.

....Opponent

Appearances:

Complainant : Shri R. C. Shukla

Opponent : Shri K.V. Gadhia

ORDER

1. The complainant has filed this complaint under Section 33 A of the Industrial Disputes Act, praying that the opponent shall not change time bound promotion policy, in which a workman who completes six years of service in one post will get the promotion to next higher post. It is the say of the complainant that change of time bound promotion policy is a change of service condition. Hence prays that the opponent should be ordered to desist from any action of modifying R&P rules for electrical category and the service condition should not be changed till the pending of reference case.

2. The brief facts of the complainant is that the Reference is pending before the Hon'ble Tribunal C.G.I.T.A. No. 201/04 as a Old I.T.C. No. 120/99 for adjudication. The management of O.N.G.C. trying to modify R&P Rules without the consent of Electrical & Allied Staff Association. The action will change the service condition of Electrical category workman who are involved in the reference. As per the present R&P rules after completing of six years, the workman is getting promotion to next higher post and it is the time bound promotion policy and it is also service condition of the workman. The management have intimated their intention of change of time bound policy to the union through conciliation officer vide file No. RLC/AH/50(1)/2002 on 15-05-2002 a copy is enclosed as Annexure "B". Thus the intention of change of time bound promotion policy is change of service condition as per Section 9-A and Schedule-IV of I.D. Act, 1947. Thus it is pryed that the Hon'ble Tribunal shall issue an order to opposite party to desist for any action of modifying R&P rules for electrical category workman without the consent of Electrical &

Allied Staff Association and not to change the service condition till the Reference 120/99 is finalized.

3. A notice was issued to the opponent to file the Written Statement.

4. By Ex. 5 the opponent has filed the Written Statement. The brief facts are that complaint is not maintainable at law and the Hon'ble Tribunal has no jurisdiction. The complaint is ill founded and made on assumption. The opponent has not contravened any provisions of section 33 of the I.D. Act. The complainant is not concerned workman and alleged dispute is not connected with the main reference. Hence the complaint is required to be dismissed. The complaint is not maintainable at law, as it is filed on the ground of apprehension assumption. The subject matter of present complaint is not connected with the pending Reference (ITC) No. 120/99. There is no such demand promotion in the main reference. The averments and contention made in the complaint are not true, hence denied by the opponent. It is denied that the management is trying to modify recruitment and promotion rules with the other union. It is the privilege of the management to change any rule. It is denied that there will be change of any service conditions of the complainant. The management calls recognized unions and ASTD for the discussion for changing the R&P regulations and the union is not recognized union and their union has not a legal right to say anything about R&P. The complainant has not produced any proof of contravention of Section 33 of the I.D. Act. Thus it is prayed that the complaint should be dismissed with cost.

5. During the course of adjudication the representative of the complainant submitted a purshis by Ex. 6 and it is stated that the matter is settled with the management. Hence the present complaint may be disposed of accordingly.

6. Looking to the facts of this purshis Ex. 6 it is clear that the matter has been settled amicably and there is no grievance of the complainant regarding changing the R&P policy. Not only that the opponent has not committed any breach of Section 33. Thus there is no violation of section 33 of the Industrial Dispute Act by the opponent. Looking to the Ex. 6, this complaint become infructuous and does not survive in law. Hence I pass the following order:

ORDER

In view of the fact of Ex. 6 the prties have anicable settlement regarding the subject matter of the complaint. Hence this complaint is hereby disposed of. No order as to cost.

Ahmedabad.

Date 17-01-05

B.I. KAZI, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3544.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4

(44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र. सं.	राजस्व ग्राम	तालुक	जिला
1.	ए.आर. नगर	तिरूरंगाडी	मलपुरम
2.	परापूर	तिरूरंगाडी	मलपुरम
3.	कुरुम्बतूर	तिरूर	मलपुरम
4.	ओतुकुंगल	तिरूर	मलपुरम
5.	कल्पकान्चेरी	तिरूर	मलपुरम
6.	पोन्माला	तिरूर	मलपुरम

[सं. एस-38013/53/2005-एस.एस.-I]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3544.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely :—

S. No.	Name of Revenue Village	Taluk	District
1.	A.R. Nagar	Tirurangadi	Malappuram
2.	Parappur	Tirurangadi	Malappuram
3.	Kurumbathur	Tinur	Malappuram
4.	Othukungal	Tinur	Malappuram
5.	Kalpakanchery	Tinur	Malappuram
6.	Ponmala	Tinur	Malappuram

[No. S-38013/53/2005-S.S. I]

K.C. JAIN, Director

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3545.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

राजस्व ग्राम	राजस्व परगना	राजस्व तहसील	जिला
--------------	--------------	--------------	------

जिला, राजस्व तहसील एवं राजस्व परगना मुम्बई नगर के अन्तर्गत आने वाले राजस्व ग्राम "महावली, बायीपुर, शेरनगर, मिलाजुड्डी, यहदुरपुर, खेडी वीरान, हुमायुपुर (गो. आ.), अलमामपुर"।

[सं. एस-38013/58/2005-एस.एस.-I]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3545.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttar Pradesh namely :—

Revenue Village	Revenue Pargna	Tehsil	District
-----------------	----------------	--------	----------

"Area comprising of Reveue Village - Shhawali, Bibipur, Shernagar, Silajuddi, Bahadarpur, Kshediviran, Humayunpur and Almaspur in the Revenue Pargana, Tehsil and District Muzaffar Nagar.

[No. S-38013/58/2005-S.S. I]

K.C. JAIN, Director

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3546.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्र. सं.	राजस्व ग्राम	तालुक	जिला
1	2	3	4
1.	करूमालूर	परूर	एरणाकुलम
2.	अलनगाड	परूर	एरणाकुलम
3.	कोट्टुबल्ली	परूर	एरणाकुलम
4.	वाडकैकरा	परूर	एरणाकुलम
5.	मूतकुन्नम	परूर	एरणाकुलम
6.	चेन्डमंगलम	परूर	एरणाकुलम
7.	परूर	परूर	एरणाकुलम
8.	पश्चिम वेन्नूर	कुन्नतुनाड	एरणाकुलम

[सं. एस-38013/54/2005-एस.एस.-I]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3546.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (Except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into

force of the said Act shall come into force in the following areas in the State of Kerala namely :—

S. No.	Name of Revenue Village	Taluk	District
1.	Karunamalur	Parur	Ernakulam
2.	Alangad	Parur	Ernakulam
3.	Kottuvally	Parur	Ernakulam
4.	Vadikkekara	Parur	Ernakulam
5.	Moothukannam	Parur	Ernakulam
6.	Chendamangalam	Parur	Ernakulam
7.	Parur	Parur	Ernakulam
8.	West Vengoor	Kunnathunad	Ernakulam

[No. S-38013/54/2005-SS-I]

K.C. JAIN, Director

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3547.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

क्रम सं.	राजस्व ग्राम	तालुक	जिला
1.	एडचेरी	वडकरा	कोयंबटूर
2.	विल्लियापल्ली	वडकरा	कोयंबटूर
3.	तिरुवाळूर	वडकरा	कोयंबटूर
4.	अयन्चेरी	वडकरा	कोयंबटूर

[सं. एस-38013/55/2005-एसएस-1]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3547.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [Except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

S. No.	Name of Revenue Village	Taluk	District
1.	Edachery	Vadakara	Kozhikode
2.	Villipally	Vadakara	Kozhikode
3.	Thiruvallur	Vadakara	Kozhikode
4.	Ayanchery	Vadakara	Kozhikode

[No. S-38013/55/2005-SS-I]

K.C. JAIN, Director

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3548.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले ही प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,

क्र. सं.	राजस्व ग्राम	तालुक	जिला
1.	लोकमल्लेश्वरम	कोंडुगलूर	त्रिशूर
2.	कूट्टिचिरा	मुकुन्दपुरम	त्रिशूर
3.	मेलूर	मुकुन्दपुरम	त्रिशूर

[सं. एस-38013/56/2005-एसएस-1]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3548.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV (Except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [Except sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

S. No.	Name of Revenue Village	Taluk	District
1.	Lokmaleswaram	Kodungalloor	Thrissur
2.	Kuttichira	Mukundapuram	Thrissur
3.	Meloor	Mukundapuram	Thrissur

[No. S-38013/56/2005-SS-I]

K.C. JAIN, Director

नई दिल्ली, 19 सितम्बर, 2005

का.आ. 3549.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 अक्टूबर, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध राजस्थान के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:—

“जिला टोंक में तहसील निवाई के राजस्व ग्राम-जुगलपुरा कलां, पंचायत ढाणी जुगलपुरा, भगवानपुरा, झिलाय, गोपीनाथपुरा, सकतपुरा, हमीदपुरा, केरोद, रामसिंहपुरा, पहाड़ी, बिसनपुरा, बाढ बिसनपुरा,

बरथल, विजयपुरा, गुद्धा आनन्दपुरा, चकविजयपुरा, खण्डवा, गोविन्दपुरा, केरिया, श्योसिंहपुरा, खण्डेवत, जुझारपुरा, चोरपुरा, दामोदरपुरा, जुगलपुरा खुर्द, संग्रामपुरा, पलेई और जयसिंहपुरा के अन्तर्गत आने वाले क्षेत्र।”

[सं. एस-38013/57/2005-एसएस-1]

के.सी. जैन, निदेशक

New Delhi, the 19th September, 2005

S.O. 3549.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st October, 2005 as the date on which the provisions of Chapter IV [except Sections 44 and 45 which have already been brought into force] and Chapter-V and VI (Except sub-section (1) of Section 76 and Sections

77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely :—

“The areas comprising the revenue villages Jugalpurā Kalan, Panchayat Dhani Jugalpurā, Bhagwanpurā, Jhilai, Gopinathpurā, Sakatpurā, Hameedpurā, Kerod, Ramsinghpurā, Pahari, Vishanpurā, Barh Vishanpurā, Barthal, Vijayapurā, Gudha Anandpurā, Chak Vijaipurā, Khandwa, Govindpurā, Keriya, Shyosinghpurā, Khandewat, Jhujharpurā, Chorpurā, Damodarpurā, Jugalpurā Khurd, Sangrampurā, Palai and Jaisinghpurā of Tehsil Newai in District Tonk.”

[No. S-38013/57/2005-SS-I]

K.C. JAIN, Director